Jennifer Wood Mayor

J. Carlos Gomez Mayor Pro Tem

Chuck McGuire Councilmember

Donald Parris
Councilmember

Eugene Stump Councilmember



AGENDA

CITY OF CALIFORNIA CITY SPECIAL JOINT MEETING OF THE SUCCESSOR AGENCY FOR THE CALIFORNIA CITY REDEVELOPMENT AGENCY AND THE CITY COUNCIL

Tuesday March 28, 2017 5:00 p.m.

Council Chambers 21000 Hacienda Blvd. California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

Agenda March 28, 2017

At this time, please take a moment to turn off your cell phones

5:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION / CITY COUNCIL

CS 1. Pursuant to Cal. Gov't Code §54957; Public Employee: Interim Police Chief

CS 2. Pursuant to Cal. Gov't Code §54956.9; Conference with Legal Counsel: Liability Claim Legal Counsel: City Attorney Bettenhausen Name of Claimant: Charles Ace Cook, Jr.

CLOSED SESSION / SUCCESSOR AGENCY

CS 1. Pursuant to Cal. Gov't §54956.8; Conference with Real Property Negotiators Assessor's Parcel Numbers; 302-510-10, 302-510-09, 302-510-07, 302-510-06, 302-510-05

Agency Negotiator: Successor Agency Executive Director Weil

Negotiating Parties: Meister & Meister, Inc.

Under Negotiation: Price and terms

CS 2. Pursuant to Cal. Gov't §54956.8; Conference with Real Property Negotiator Assessor's Parcel Number; Assessor's Parcel Number; 216-010-02 Agency Negotiator: Successor Agency Executive Director Weil Under Negotiation: Price and terms

REPORT OUT OF CLOSED SESSION

6:00 P.M. REGULAR MEETING

- CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE / INVOCATION
- ROLL CALL
 Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood
- 4. <u>CITY CLERK REPORTS / LATE COMMUNICATIONS</u>
- PRESENTATIONS
 City Treasurer Middleton February Report of Investment

Agenda March 28, 2017

6. STAFF ANNOUNCEMENTS / REPORTS

Police Lt. Huizar – Department Update
Fire Department– Department Update
Public Works Director Platt – Department Update
Finance Director Jeanie O'Laughlin – Department Update
Parks & Recreation Manager - Brenda Daverin – Department Update
City Manager Weil – City Updates
AB 1234 – Council Updates

7. <u>CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS</u>

8. <u>PUBLIC BUSINESS FROM THE FLOOR</u> This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

9. CONSENT CALENDAR

- CC 1. CITY CHECK REGISTERS: dated through 03/23/17
- CC 2. Council give second reading, by title only, with further reading waived and adopt "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING TITLE 5, CHAPTER 6, ENTITLED "MEDICAL MARIJUANA BUSINESSES AND ACTIVITY" TO AMEND SECTION 5-6.401 TO INCREASE THE MAXIMUM NUMBER OF EACH TYPE OF MEDICAL MARIJUANA BUSINESS THAT MAY OPERATE AT THE SAME TIME WITHIN THE CITY, TO AMEND SECTION 5-6.704 TO ALLOW THE CITY COUNCIL TO AUTHORIZE THE TRANSFER OF MEDICAL MARIJUANA BUSINESS PERMITS, AND TO AMEND SECTIONS 5-6.302 AND 5-6.906 TO PROHIBIT DISCLOSURE OF BACKGROUND CHECK RESULTS TO PRIVATE PARTIES"

CC 3.

- A Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE MASTER AGREEMENT TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID PROJECTS NO. 09-5399F15 AND AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO SIGN AND EXECUTE THE AGREEMENT"
- B. Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F019 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID PROJECTS NO. 09-5399F15, FOR THE RANDSBURG-MOJAVE ROAD FROM MENDIBURU RD. TO MEMORIAL DR. STPL 5399 (026) AND AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO SIGN AND EXECUTE THE AGREEMENT"
- CC 4. Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS"
- CC 5. Adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY TO APPROVE THE SUBMITTAL OF A LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT FOR THE FISCAL YEAR 2016-17"

Agenda March 28, 2017

CC 6. Proclamation: Declaring April, 2017 as National Child Abuse and Neglect Prevention Month in California City

10. PUBLIC HEARING

PH 1. 2015 Urban Water Management Plan (UWMP) - Public Works Director Platt

Recommendation

Mayor Wood read the item, declare the Public Hearing open and take public comment. Staff recommends that the council does not discuss this item but make a motion to continue this Public Hearing to the next council meeting to be held April 11, 2017.

11. CONTINUED BUSINESS

CB 1. Update of Medical Marijuana Business Application Process - City Manager Weil

Recommendation

Council discuss, take public comment and approve updated application process as authorized per Resolution No. 09-16-2674

12. NEW BUSINESS

NB 1. 4th of July Fireworks - Parks and Recreation Supervisor Daverin

Recommendation

Council discuss, take public comment and authorize staff to make the reservation with Pyro Spectacular

NB 2. Assistant City Manager / Director of Finance Position – City Manager Weil

Recommendation

Council discuss, take public comment and approve job description as presented

13. COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

Councilmember Parris Councilmember Stump Councilmember McGuire Mayor Pro Tem Gomez Mayor Wood

15. ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

California City, California 93505 TREASURER'S MONTHLY REPORT OF INVESTMENT

February 2017

The general investment portfolio consists of funds for operations, capital improvement projects (CPI), water rate stabilization, administration replacements and reserves.

General Investment Accounts	Balance on Net			Balance on	Percent		
General Investment Accounts		1/31/2017		Transactions		2/28/2017	of Total
Local Agency Investment Fund (122)	\$	4,979,877	\$	\$ (500,000)		4,479,877	49.86%
Kern County Investment Fund (20202)	\$	4,051,452	\$		\$	4,051,452	45.09%
Sub-Total Investment Accounts	\$	9,031,329	\$	(500,000)	\$	8,531,329	
General Operating Accounts		1/31/2017	Net Transactions			2/28/2017	
Bank of the Sierra General Checking	\$	422,416	\$	30,021	\$	452,437	5.04%
Petty Cash - City Hall	\$	500	\$	-	\$	500	0.01%
Petty Cash - City Manager	\$	200	\$	-	\$	200	0.00%
Petty Cash - Fire	\$	250	\$	-	\$	250	0.00%
Petty Cash - Police	\$	250	\$	-	\$	250	0.00%
Petty Cash - Parks & Recreation	\$	100	\$	-	\$	100	0.00%
Sub-Total Operating Accounts	\$	423,716	\$	30,021	\$	453,737	
Total City Operating Funds	\$	9,455,045	\$	(469,979)	\$	8,985,066	100.00%

Restricted 1	Hou	sing Corpora	tion	Accounts			
Checking & CD Accounts		1/31/2017		Net Transactions		2/28/2017	
Housing Corp Bank of the Sierra, Checking	\$	554,053	\$	7,135	\$	561,189	70.95%
Housing Corp Bank of the Sierra, CD	\$	71,457	\$	3	\$	71,460	9.03%
Housing Corp Bank of the Sierra, CD	\$	30,714	\$	1	\$	30,715	3.88%
Housing Corp Bank of the Sierra, CD	\$	20,855	\$	0	\$	20,856	2.64%
Housing Corp Bank of the Sierra, CD	\$	45,196	\$	2	\$	45,198	5.71%
Housing Corp Bank of the Sierra, CD	\$	61,572	\$	7	\$	61,579	7.79%
Total Successor Agency Funds	\$	783,848	\$	7,149	\$	790,997	100.00%

Restricted Successor Agency Accounts										
Checking Account	1/31/2017 Net Transactions		2/28/2017							
Successor Agency Bank of the Sierra, Checking	\$	913,619	\$	(365,302)	\$	548,317	100.00%			
Total Successor Agency Funds	\$	913,619	\$	(365,302)	\$	548,317	100.00%			

Restric	cted	SDI Agency	Acc	ounts			
Checking Account		1/31/2017		Net Transactions		2/28/2017	
(SDI) Bank of the Sierra, Checking	\$	23,640	\$	-	\$	23,640	0.03%
Sub-Total SDI Checking Account	\$	23,640	\$	-	\$	23,640	
Investment Account (Updated Monthly)		1/31/2017	Net	Transactions		2/28/2017	
(SDI) US Bank Investments	ς.	84,463,454	5	608,564	ς .	85,072,019	99.03%
(SDI) Certificate of Deposit with Mission Bank	\$	806,845	\$	-	\$	806,845	0.94%
Sub-Total SDI Investment Accounts	\$	85,270,299	\$	608,564	\$	85,878,864	
Total SDI Agency Funds	\$	85,293,939	\$	608,564	\$	85,902,504	100.00%

Presentation

California City, California 93505 TREASURER'S MONTHLY REPORT OF INVESTMENT

February 2017

INVESTMENT POLICY

The Treasurer shall invest the City's monies as permitted in the Citie's approved investment policy. The Treasurer shall consider current and projected cash needs in making such investments.

* Contact City Treasurer for US Bank investment breakdown.

Market Value Summary - CUSTODIAN ACCOUNT	1/31/2017	2/28/2017
Beginning Market Value	83,334,486	83,601,364
Ending Market Value	83,601,364	83,844,654
Investment Results	266,877	243,290
Market Value Summary - REDEVELOPEMENT AGENCY PROJ AREA TAX	1/31/2017	2/28/2017
Beginning Market Value	7	7
Ending Market Value	7	, C *
Investment Results		(7)
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX INTEREST	1/31/2017	2/28/2017
Beginning Market Value	1	1
Ending Market Value	1	185,282
Investment Results	-	185,281
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX PRINCIPAL	1/31/2017	2/28/2017
Beginning Market Value	. 0	0
Ending Market Value	0	180,000
Investment Results	1.2	180,000
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX RESERVE	1/31/2017	2/28/2017
Beginning Market Value	862,082	862,082
Ending Market Value	862,082	862,082
Investment Results	n e	-
Total "US Bank" Investment Assets	84,463,454	85,072,019

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Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
03/17	03/17/2017	99567	California City Construction	Construction Trash Deposit	BP16127	500.00	500.00
Tot	tal 99567:						500.00
03/17	03/17/2017	99568	Frontier	Telephone Service from Ve	040709-5, 070174-5	290.04	290.04
Tot	tal 99568:						290.04
03/17	03/17/2017	99569	So California Edison Co	Borax Bill Park 3-036-287	2872-66 031417	763.32	763.32
Tot	tal 99569:						763.32
Gra	and Totals:						1,553.36

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-02005	.00.	500.00-	500.00-
10-02088	500.00	.00	500.00
16-02005	.00	763.32-	763.32-
16-4228-281	763.32	.00	763.32
18-02005	.00	290.04-	290.04-
18-4212-284	265.01	.00	265.01
18-4217-284	25.03	.00.	25.03
Grand Totals:	1,553.36	1,553.36-	.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 3/17/17
Finance Director Have Onas &

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
03/17	03/21/2017	99570	A-G Sod Farms, Inc	SOD 8 sq Ft. Roll Balsitis Pa	6205456	3,153.15	3,153.15
Tot	tal 99570:						3,153.15
03/17	03/21/2017	99571	So California Gas Co	3432 1, 2239-8	1691 0317-17	1,135.10	1,135.10
То	tal 99571:						1,135.10
Gra	and Totals:		,				4,288.25

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof	
10-02005	.00	582.54-	582.54-	
10-4153-282	582,54	.00	582.54	
14-02005	.00	3,153.15-	3,153.15-	
14-4567-410	3,153.15	.00	3,153.15	
18-02005	.00	436.32-	436.32-	
18-4212-282	223.42	.00	223.42	
18-4217-282	212.90	.00	212.90	
51-02005	.00	84.68-	84,68-	
51-5115-282	84.68	.00	84.68	
53-02005	.00	31.56-	31.56-	
53-5310-282	31.56	.00	31.56	
Grand Totals:	4,288.25	4,288.25-	.00	

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Pinance Director Manie O'All &

California City

Check Register - Finance Director Check Issue Dates: 3/23/2017 - 6/30/2017

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Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

Che	ck.voided = no							
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	-
03/17	03/23/2017	99572	Alexander's Enterprises, Inc	Water Billing Process	2336	3,316.87	3,316.87	
То	tal 99572:					_	3,316.87	
03/17	03/23/2017	99573	Almanza, Jessica	Refund 8901 Bay Ave	104915.04	25.02	25.02	
То	tal 99573:						25.02	
03/17 03/17	03/23/2017 03/23/2017		Amber Chemical, Inc. Amber Chemical, Inc.	Hypochlorite Solution Hypochlorite Solution	0341263 0341488	291.72 364.65	291.72 364.65	
То	tal 99574:					-	656.37	
03/17 03/17	03/23/2017 03/23/2017		AmeriPride AmeriPride	Uniform Maintenance Uniform Maintenance	2100587897 2100589207	153.15 152.71	153.15 152.71	
То	tal 99575:					_	305.86	
03/17	03/23/2017	99576	Anaya, Gerard & Melissa	Refund 8160 Kalmia	106642.05	34.79	34.79	
То	tal 99576:					-	34.79	
03/17	03/23/2017	99577	Andrew Parker	Fire Station Sky Light Boxe	201715	2,400.00	2,400.00	
То	tal 99577:						2,400.00	
03/17	03/23/2017	99578	AT&T Mobility	IPad & Iphone Phone Bill	03182017	1,688.24	1,688.24	
To	tal 99578:					-	1,688.24	
03/17	03/23/2017	99579	B C Laboratories, Inc	Water Testing	02-28-17	1,509.00	1,509.00	
То	tal 99579:						1,509.00	
03/17	03/23/2017	99580	Batiste, Carolinda Marie	Refund 6863 Jasmine	101230.06	16.76	16.76	
То	tal 99580:						16.76	
03/17	03/23/2017	99581	Boot Barn, Inc	Boot Purchase	95872	582.12	582.12	
То	tal 99581:						582.12	
03/17	03/23/2017	99582	Burkhart, Michaele	Tiny Tots Class	030817	199.50	199.50	
То	tal 99582:						199.50	
03/17	03/23/2017	99583	California Highway Patrol	Dial-A-Ride Annual Inspecti	031517	200.00	200.00	
То	tal 99583:						200.00	
03/17	03/23/2017	99584	California Special Districts A	2017 Membership Dues	4916 010117	1,231.00	1,231.00	

California City				Check Register - Finance Director Check Issue Dates: 3/23/2017 - 6/30/2017				
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	
То	tal 99584:					_	1,231.00	
03/17	03/23/2017	99585	Callahan, Ryan Michael	Mobile Car Wash	89	165.00	165.00	
То	tal 99585:					-	165.00	
03/17	03/23/2017	99586	Cam IX Trust	Refund 21661 Calhoun	104308.05	31.34	31.34	
То	tal 99586:					_	31.34	
03/17	03/23/2017	99587	Caselle, Inc	Contract Support & Mainte	79231	1,718.00	1,718.00	
То	tal 99587:					_	1,718.00	
03/17	03/23/2017	99588	Central Valley Occupational	Pre Employ Testing Campe	124942-00	1,552.00	1,552.00	
То	tal 99588:						1,552.00	
03/17	03/23/2017	99589	Centrisys Centrifuge Systems	Sludge Dewatering Unit Re	PSI-17611	71,558.75	71,558.75	
То	tal 99589:					_	71,558.75	
03/17 03/17	03/23/2017 03/23/2017	99590 99590	Charter Communications Charter Communications	Police Basic Web Hosting Cl Fire Cable Service/Internet	0011143 022117 0156276 030117	1,058.93 82.81	1,058.93 82.81	
То	tal 99590:					_	1,141.74	
03/17 03/17	03/23/2017 03/23/2017		City Hardware City Hardware	Strata Supplies Pool House Project	PARK CTR 022817 POOL 022817	124.55 415.86	124.55 415.86	
То	tal 99591:					-	540.41	
03/17	03/23/2017	99592	ComCate	Code Enf./Aco Software	6362	4,087.61	4,087.61	
То	tal 99592:					-	4,087.61	
03/17	03/23/2017	99593	Consolidated Electrical Distr	Lighting Animal Control	3978-703352	152.25	152.25	
То	tal 99593:					_	152.25	
03/17	03/23/2017	99594	County of Kern Communicatio	Communication Charges	17-04039	2,782.00	2,782.00	
То	tal 99594:						2,782.00	
03/17	03/23/2017	99595	Daverin, Brenda	CPRS Conference Reimburs	031417	634.68	634.68	
To	tal 99595:						634.68	
03/17	03/23/2017	99596	Deluxe	Payroll Checks	66334541	1,006.15	1,006.15	
To	tal 99596:						1,006.15	
03/17	03/23/2017	99597	Department of Justice	Fingerprinting	220185	32.00	32.00	
_							32.00	

Total 99597:

32.00

Californ	ia City			r Register - Finance Director e Dates: 3/23/2017 - 6/30/20	17	Mar 23	Page: 3,2017 12:44F
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
03/17 03/17	03/23/2017 03/23/2017	99598 99598	DigiTech Inc.	Security Service Security Service Strata Fro	6925 6965	45.99 100.00	45.99 100.00
То	tal 99598:						145.99
03/17	03/23/2017	99599	Diversified Metal Fabricators	Bleacher Seat Sections	19341	2,600.00	2,600.00
To	tal 99599:						2,600.00
3/17	03/23/2017	99600	Fed Ex	Priority Mailings	5-733-12407	89.16	89.16
То	al 99600:					-	89.16
3/17	03/23/2017	99601	Ferguson Waterworks	Inventory	0585658	103.00	103.00
3/17	03/23/2017	99601	Ferguson Waterworks	Inventory	WD002397	1,820.45	1,820.45
03/17	03/23/2017	99601	Ferguson Waterworks	Inventory	WD002398	111.44	111.44
	tal 99601:					-	2,034.89
3/17	03/23/2017	99602	Flores-Figueroa, Tomas	Refund 8654 Poppy	105463.09	17.55 -	17.55
To	al 99602:					-	17.55
3/17 3/17	03/23/2017 03/23/2017		Frontier Frontier	Police Internet Telephone Service from Ve	022502-5 062303-5 022817	169.99 236.64	169.99 236.64
·	al 99603:			•		-	406.63
3/17	03/23/2017	99604	Full Spectrum, Inc.	Water Reliability Certificati	20170309	- 1,845.00	1,845.00
3/17	03/23/2017		Full Spectrum, Inc.	Cache Creek Site Programin	20170310	1,040.00	1,040.00
3/17	03/23/2017	99604	Full Spectrum, Inc.	UWMP Work	20170311	1,545.00 -	1,545.00
Tot	al 99604:					-	4,430.00
3/17	03/23/2017	99605	GCA	Labels Permits OHV	030701	2,318.00	2,318.00
Tot	al 99605:					_	2,318.00
3/17	03/23/2017	99606	Grainger, Inc	Handbook DOT Requireme	9379306914	28.02	28.02
Tot	al 99606:					_	28.02
3/17	03/23/2017	99607	Granite Construction Compan	Cold Mix	1125853	5,182.16	5,182.16
Tot	al 99607:						5,182.16
3/17	03/23/2017	99608	HDWBC - High Desert Wireles	Computer Service	40477	5,010.00	5,010.00
Tot	al 99608:					,	5,010.00
3/17	03/23/2017	99609	Helt Engineering, Inc	13408 Hacienda Blvd-Red	017-038	297.50	297.50
3/17	03/23/2017	99609	Helt Engineering, Inc	15406 Randsburg-Mojave	017-039	4,660.00	4,660.00
3/17	03/23/2017	99609	Helt Engineering, Inc	15409 City Standards	017-040	5,840.00	5,840.00
3/17	03/23/2017	99609	Helt Engineering, Inc	15415 LAMP Septic System	017-041	11,043.62	11,043.62
)3/17	03/23/2017	99609	Helt Engineering, Inc	16405 Mendiburu Road Re	017-042	8,347.50	8,347.50
03/17	03/23/2017	99609	Helt Engineering, Inc	16405 Mendiburu Road Re	017-043	1,998.75	1,998.75
03/17	03/23/2017	99609	Helt Engineering, Inc	16413 Eastside Taxiways	017-044	8,772.50	8,772.50

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California City

Check Register - Finance Director Check Issue Dates: 3/23/2017 - 6/30/2017

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03/17 03/23/2017 99609 Helt Engineering Inc 17401 LM # 17-01 Corp. Ya 017-048 2875.0 280 23/17 03/23/2017 99609 Helt Engineering Inc 17402. Plan Cl-C Farma C 017-049 1,342.50 1,34	GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
33/17 03/23/2017 99609 Helt Engineering, Inc 17401LM # 17-01 Corp., Ya 017-047 4.535.00 4.53 03/17 03/23/2017 99609 Helt Engineering, Inc 17402.1 Plan Ck G Farma C 017-049 1.342.50 1.34 03/17 03/23/2017 99609 Helt Engineering, Inc 17402.2 Plan Ck G Farma C 017-049 1.342.50 1.34 03/17 03/23/2017 99609 Helt Engineering, Inc 17402.4 Plan Ck Tentative 017-051 1.947.50 1.94 03/17 03/23/2017 99609 Helt Engineering, Inc 17402.5 Plan Ck Tentative 017-051 1.947.50 1.94 03/17 03/23/2017 99609 Helt Engineering, Inc 17402.6 Plan Ck Tentative 017-052 1.947.50 1.94 03/17 03/23/2017 99609 Helt Engineering, Inc 17402.6 Plan Ck Tentative 017-053 287.50 288 03/17 03/23/2017 99610 Helt Engineering, Inc 17402.6 Plan Ck Tentative 017-053 287.50 288 03/17 03/23/2017 99610 Hervig, Victor Refund 10249 Rea 102356.06 9.55	03/17	03/23/2017	99609	Helt Engineering Inc	16414 Factoida Taviwaya P	017-045	1 342 50	1,342.50
39/17 03/23/2017 99619 Helt Engineering, Inc 17402.2 Plan Cle Farma C 17-049 1,3425.0 1,34	•				•			4,535.00
33/17 03/23/2017 99609 Helt Engineering Inc 17402.2 Plan Cit Fermat C 017-049 1.342.50 1.34					•		•	287.50
1931/17 03/23/2017 99619 Helt Engineering Inc 17402.6 Plan Cit Tentative 017-051 1,947.50 1,94 03/17 03/23/2017 99699 Helt Engineering Inc 17402.6 Plan Cit Tentative 017-052 1,947.50 1,94 03/17 03/23/2017 99699 Helt Engineering Inc 17402.6 Plan Cit Tentative 017-052 1,947.50 1,94 03/17 03/23/2017 99699 Helt Engineering Inc 17404 Hyundai Lot Merger 017-053 287.50 28 03/17 03/23/2017 99610 Hervig Victor Refund 10249 Rea 102356.06 9.55 Total 99610:	-							1,342.50
174022 Plan CK Tentative 174022 Plan CK Tentative 174023 174025 174025 17402 174025	-							1,947.50
17402.6 Plan CK Tentative 017-052 1,947.50 1,94								•
33/17 03/23/2017 99609 Helt Engineering. Inc 17404 Hyundai Lot Merger 017-053 287-50 2				- -			· ·	1,947.50
Total 99609: S4,59							•	1,947.50
O3/17 O3/23/2017 O3/23/20	03/17	03/23/2017	99609	Helt Engineering, Inc	17404 Hyundai Lot Merger	017-053	287.50 -	287.50
Total 99610: 03/17 03/23/2017 99611 Hughes, jamal Refund 20125 84th 104449.07 7.20 Total 99611: 03/17 03/23/2017 99612 I WorQ Systems Annual License Fee 8638 4,792.00 4,79 Total 99612: 4,79 03/17 03/23/2017 99613 JBL & Associates/Fred Whitne Refund 8360 Eucalyptus 105042.09 58.93 5 Total 99613: 5 03/17 03/23/2017 99614 Jones & Mayer Attorney Fees 022817 46,714.50 46,71 Total 99614: 46,71 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303153 253.26 25 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303982 125.91 12 Total 99615: 37 03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11.8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 72 Total 99619: 72 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	To	tal 99609:						54,597.37
Total 99611 Hughes, jamal Refund 20125 B4th 104449.07 7.20	03/17	03/23/2017	99610	Hervig, Victor	Refund 10249 Rea	102356.06	9.55	9.55
Total 99611: 03/17 03/23/2017 99612 WorQ Systems	To	tal 99610:					_	9.55
O3/17 O3/23/2017 O9/612 IWorQ Systems Annual License Fee B638 4,792.00 4,79	03/17	03/23/2017	99611	Hughes, Jamal	Refund 20125 84th	104449.07	7.20	7.20
Total 99612: 4,79 03/17 03/23/2017 99613 JBL & Associates/Fred Whitne Refund 8360 Eucalyptus 105042.09 58.93 5 Total 99613: 5 03/17 03/23/2017 99614 Jones & Mayer Attorney Fees 022817 46,714.50 46,71 Total 99614: 46,71 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303153 253.26 25 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303982 125.91 12 Total 99615: 37 03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 71 Total 99619: 72 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 77 Total 99619: 72 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 75.03	To	tal 99611:						7.20
O3/17 O3/23/2017 O9613 JBL & Associates/Fred Whitne Refund 8360 Eucalyptus 105042.09 58.93 59.64 58.93 58.93 58.93 58.93 58.93 59.64 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 59.64 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 58.93 59.64 58.93 58.93 58.93 59.64 58.93 58.93 58.93 59.64 58.93 58.93 58.93 59.64 58.93 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 58.93 59.64 58.93 59.	03/17	03/23/2017	99612	I WorQ Systems	Annual License Fee	8638	4,792.00	4,792.00
Total 99613: 5 03/17 03/23/2017 99614 Jones & Mayer Attorney Fees 022817 46,714.50 46,71 Total 99614: 46,71 03/17 03/23/2017 99615 K2 Awards & Trophies Tee Ball & Youth Basketball 0303153 253.26 25 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303982 125.91 12 Total 99615: 37 03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 53985 360.00 36 03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99619: 77 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	To	tal 99612:					-	4,792.00
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03/17 03/23/2017 99614 Jones & Mayer Attorney Fees 022817 46,714.50 46,71 Total 99614: 46,71 03/17 03/23/2017 99615 K2 Awards & Trophies Tee Ball & Youth Basketball 0303153 253.26 25 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303982 125.91 12 Total 99615: November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 O3/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99618: 71 O3/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99619: 7 O3/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02	То	tal 99613:					-	58,93
Total 99614: 46,71 03/17 03/23/2017 99615 K2 Awards & Trophies Tee Ball & Youth Basketball 0303153 253.26 25 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303982 125.91 12 Total 99615: 37 03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99618 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99618: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99619: 72 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 77 Total 99619: 72 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2			99614	iones & Mayor	Attorney Fees	022817	- 46 714 50	46,714.50
03/17 03/23/2017 99615 K2 Awards & Trophies Tee Ball & Youth Basketball 0303153 253.26 25 03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303153 253.26 25 Total 99615: 37 Total 99616: 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 O3/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	•		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Jones & Mayer	Actorney rees		-	46,714.50
03/17 03/23/2017 99615 K2 Awards & Trophies Plaques Youth Basketball 0303982 125.91 12 Total 99615: 03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: Total 99618: 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 7 103/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2						•	_	
Total 99615: 37 03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 75 Total 99619: 75 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 77 Total 99619: 75 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2								253.26 125.91
03/17 03/23/2017 99616 Kern County Elections November 2016 Elections 11-8-16 ELECTION 9,048.55 9,04 Total 99616: 9,04 03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 7 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2							-	379.17
Total 99616: 03/17								
03/17 03/23/2017 99617 KME Fire Apparatus OHV Humvee Grant Reimb 539885 360.00 36 03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 7 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	03/17	03/23/2017	99616	Kern County Elections	November 2016 Elections	11-8-16 ELECTION	9,048.55	9,048.55
03/17 03/23/2017 99617 KME Fire Apparatus Pumper Repairs 540079 358.61 35 Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	То	tal 99616:					-	9,048.55
Total 99617: 71 03/17 03/23/2017 99618 Lane, Ayana & Sisson, Berry Refund 9218 Karen 106138.08 9.86 Total 99618: 75 Total 99619: 76 Total 99619: 77 Total 99619: 77 Total 99619: 77 Total 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	•							360.00 358.61
Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 7 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	То						-	718.61
Total 99618: 03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 7 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2			99618	Lane, Avana & Sisson, Berry	Refund 9218 Karen	106138.08	9.86	9.86
03/17 03/23/2017 99619 Langendoeffer, Lucas Refund 8573 Jimson 102571.02 75.03 7 Total 99619: 7 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2			,,,,,	2010, 19 2112 2 213001, 2011,				9.86
Total 99619: 7 03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2					- 4 1 4 5 5 5		-	
03/17 03/23/2017 99620 Li, Chen Refund 8212 Eucalytpus Av 106287.05 29.62 2	•		99619	Langendoeffer, Lucas	Refund 8573 Jimson	102571.02	75.03	75.03
	То	tal 99619:					-	75.03
	03/17	03/23/2017	99620	Li, Chen	Refund 8212 Eucalytpus Av	106287.05	29.62	29.62
Total 99620:	То	tal 99620:						29.62

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GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
03/17	03/23/2017	99621	M & S Security Services	Change Update Call List	5565	10.00	10.00
То	tal 99621:					_	10.00
03/17	03/23/2017	99622	Manning & Kass, Ellrod,	CC 030 Cook Attorney Servi	473533	7,378.22	7,378.22
То	tal 99622:					_	7,378.22
03/17	03/23/2017	99623	Marcos, Tiffany	Refund 10616 Aspen	103793.01	55.48	55.48
То	tal 99623:					_	55.48
03/17	03/23/2017	99624	Martha's Cleaning Service	janitioral Police Dept	1453	400.00	400.00
То	tal 99624:					_	400.00
03/17	03/23/2017	99625	Mary Valenti, PH.D.	Psych Screening L Angulo	02-24-17	400.00	400.00
То	tal 99625:					_	400.00
03/17 03/17	03/23/2017 03/23/2017	99626 99626	McMaster Carr McMaster Carr	Worm Drive, High-Pressure Doorbell Alarm Systems	16631495 17416754	162.57 310.43	162.57 310.43
To	tal 99626:					-	473.00
03/17	03/23/2017	99627	Meija, Dìna	Refund 213 Desert Breeze	105761.11	43.88	43.88
To	tal 99627:						43.88
03/17 03/17	03/23/2017 03/23/2017	99628 99628	Mission Uniform Service Mission Uniform Service	Laundry Service PD Laundry Service PD	504498239 504552406	49.95 49.95 -	49.95 49.95
To	tal 99628:					-	99.90
03/17 03/17	03/23/2017 03/23/2017	99629 99629	Mojave Desert News Mojave Desert News	Golf Tourney Display Ad Display Ad - Sports	48500 48948	106.00 40.00	106.00 40.00
То	tal 99629:					-	146.00
03/17	03/23/2017	99630	National Recreation & Park	Membership Renewal	225055	165.00	165.00
To	tal 99630:					•	165.00
03/17	03/23/2017	99631	Norman A. Traub Associates I	Background Investigations	16209	4,092.35	4,092.35
To	tal 99631:		•			-	4,092.35
03/17	03/23/2017	99632	Norman, Samantha, Trevor &	Refund 7624 Poppy	100549.05	13.52	13.52
To	tal 99632:					-	13.52
03/17	03/23/2017	99633	O Brien, Kenneth & Karol	Refund 20601 Medio	101676.06	34.79	34.79
To	tal 99633:					-	34.79
03/17 03/17	03/23/2017 03/23/2017		Office Depot Office Depot	Office Supplies Office Supplies	910533680001 911912697001	113.28 46.86	113.28 46.86

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Period Issue Date Number Payee Number Amount A				Greek	135ue Dates: 3/23/2017 - 0/30/2	·····		J, 2017 12.441 P
Total 99634: ### Total 99635: ### Total 99635: ### Total 99636: ### Total 99637: ### Total 99638: ### Total 99638: ### Total 99638: ### Total 99638: ### Total 99637: ### Total 99638: ### Total 99638: ### Total 99637: ### Total 99638: ### Total 99638:				Payee	Description			Check Amount
Total 99635:	03/17	03/23/2017	99634	Office Depot	Office Supplies	911912767001	34.31	34.31
Total 99635: 03/17 03/23/2017 99636 Price Page & Company City Auditors 15/16 11493 18,450.00 Total 99636: 03/17 03/23/2017 99637 Quinn Company Generator Repairs WON60005735 1,849.00 Total 99637: 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068265 1,958.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068273 2,109.62 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068274 729.73 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068274 729.73 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068292 1655.99 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1066293 230.17 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1066293 1655.99 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1066294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1066294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1066295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068313 30.31 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068337 30.31 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068465 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068	Tot	tal 99634:					_	194.45
Total 99636 Price Page & Company City Auditors 15/16 11493 18,450.00	03/17	03/23/2017	99635	Perry, Diane	Supplies Reimbursement	03-10-17	179.27	179.27
Total 99636: 03/17 03/23/2017 99637 Quinn Company Generator Repairs WON60005735 1,849.00 Total 99637: 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068273 2,109.62 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068274 729.73 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068291 701.23 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068291 701.23 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068291 701.23 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068293 230.17 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068337 30.31 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068362 1.643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068363 15.44 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068363 15.44 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068364 579.97 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068364 579.97 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068364 579.97 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068364 579.97 03/17 03/23/2017 99638 R S I Petroleum Prod Puel 1068405 120.02 03/17 03/23/2017 99638 R S	Tot	tal 99635:					_	179.27
Total 99637 99637 Quinn Company Generator Repairs WON60005735 1,849.00	03/17	03/23/2017	99636	Price Page & Company	City Auditors 15/16	11493	18,450.00	18,450.00
Total 99637;	Tot	tal 99636:					_	18,450.00
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068265 1,958.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068274 729.73 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068291 701.23 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068292 165.59 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068293 230.17 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54	03/17	03/23/2017	99637	Quinn Company	Generator Repairs	WON60005735	1,849.00	1,849.00
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068273 2,109.62 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068274 729.73 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068291 701.23 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068292 165.59 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068293 230.17 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 38.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2	Tot	tal 99637:					_	1,849.00
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068273 2,109.62 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068274 729.73 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068291 701.23 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068292 165.59 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068293 230.17 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068294 30.66 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 38.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2	03/17	03/23/2017	99638	R C I Patrolaum Prod	Ruel	1069265	1 958 02	1,958.02
03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068274 729.73	•							2,109.62
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068291 701.23								729.73
03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068292 165.59 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068293 230.17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068294 30.66 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068361 172.41 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068361 172.41 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068361 172.41 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R. S. I. Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R. S. I. Petroleum Prod	-	• •						701.23
03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068293 230.17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068294 30.66 30.17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068337 30.31 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068337 30.31 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068360 1,687.13 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068360 1,687.13 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068363 S8.44 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068363 S8.44 03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068364 S77.97 S7.97 S7.								165.59
03/17 03/23/2017 99638 R.S.I. Petroleum Prod Fuel 1068295 1,633.74								230.17
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068295 1,633.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068296 340.22 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068327 30.31 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068451 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068451 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S								30.66
03/23/2017 99638 R S Petroleum Prod Fuel 1068296 340.22								1,633.74
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068297 45.83 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.59		•						340.22
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068311 165.93 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381								45.83
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068320 70.54 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068337 30.31 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/								165.93
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068325 319.74 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 0		• • •					·	70.54
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068337 30.31 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 0		03/23/2017	99638	R S I Petroleum Prod	Fuel			319.74
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068360 1,687.13 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068362 1,643.04 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02		03/23/2017	99638	R S I Petroleum Prod	Fuel	1068337		30.31
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068363 58.44 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17			99638	R S I Petroleum Prod	Fuel	1068360	1,687.13	1,687.13
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068364 577.97 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068362	1,643.04	1,643.04
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 <td>03/17</td> <td>03/23/2017</td> <td>99638</td> <td>R S I Petroleum Prod</td> <td>Fuel</td> <td>1068363</td> <td>58.44</td> <td>58.44</td>	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068363	58.44	58.44
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068365 474.58 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068367 455.56 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 <td></td> <td>03/23/2017</td> <td>99638</td> <td>R S I Petroleum Prod</td> <td>Fuel</td> <td>1068364</td> <td>577.97</td> <td>577.97</td>		03/23/2017	99638	R S I Petroleum Prod	Fuel	1068364	577.97	577.97
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068381 172.41 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457			99638	R S I Petroleum Prod	Fuel	1068365	474.58	474.58
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068367	455.56	455.56
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068382 317.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068381	172.41	172.41
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068383 126.28 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068405 120.02 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491		03/23/2017	99638	R S I Petroleum Prod	Fuel	1068382	317.02	317.02
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068406 431.65 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017		R S I Petroleum Prod	Fuel	1068383	126.28	126.28
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068409 75.88 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068405	120.02	120.02
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068429 29.55 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068406	431.65	431,65
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068430 32.08 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068409	75.88	75.88
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068452 1,918.63 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068429	29.55	29.55
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068453 195.12 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068430	32.08	32.08
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068457 230.48 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068452	1,918.63	1,918.63
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068453	195.12	195.12
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068478 479.52 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068457	230.48	230,48
03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068491 461.81 03/17 03/23/2017 99638 R S I Petroleum Prod Fuel 1068515 32.77			99638	R S I Petroleum Prod	Fuel	1068478	479.52	479.52
	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068491	461.81	461.81
Total 99638:	03/17	03/23/2017	99638	R S I Petroleum Prod	Fuel	1068515	32.77	32.77
· · · · · · · · · · · · · · · · · · ·	Tot	tal 99638:					-	18,051.27
03/17 03/23/2017 99639 Reaume, Wayne Pavillion Rental Refund 57876 30.00	03/17	03/23/2017	99639	Reaume, Wayne	Pavillion Rental Refund	57876	30.00	30.00
Total 99639:	Tot	tal 99639:					•	30.00

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Check Register - Finance Director Check Issue Dates: 3/23/2017 - 6/30/2017

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GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
03/17	03/23/2017	99640	Robertson's	5759 Hwy 58	948316	574.13	574.13
03/17	03/23/2017	99640	Robertson's	5759 Hwy 58	956297	379.36 -	379.36
То	tal 99640:					_	953.49
03/17	03/23/2017	99641	Safety-Kleen Corp	Washer and Solvent	73029680	169.46	169.46
То	tal 99641:					_	169.46
03/17	03/23/2017	99642	Sage Staffing	Temp Mary Johnson	57003	1,725.60	1,725.60
03/17	03/23/2017	99642	Sage Staffing	Temp Mary Johnson	57068	1,725.60	1,725.60
То	tal 99642:					_	3,451.20
03/17	03/23/2017	99643	Srijaerajah, T, Md	Required Physical: L Urbin	L URBINA	100.00	100.00
To	tal 99643:					_	100.00
03/17	03/23/2017	99644	Staples Advantage	Office Supplies, Janitorial	8043239186	346.25	346.25
03/17	03/23/2017		Staples Advantage	Office Supplies, Janitorial	8043357873	389.07	389.07
То	tal 99644:					_	735.32
03/17	03/23/2017	99645	Star CPR	Required Training	120716.1	6,390.00	6,390.00
То	tal 99645:					-	6,390.00
03/17	03/23/2017		Tamang Electric	Filter Influent Lift Station	TE5002	15,420.00	15,420.00
03/17	03/23/2017	99646	Tamang Electric	Centrifuge Power & Control	TE5003	4,884.61	4,884.61
То	tal 99646:					-	20,304.61
03/17	03/23/2017	99647	Tehachapi Veterinary Hospital	Raido Vaccinations, Routin	397535	312.53	312.53
To	tal 99647:					_	312.53
03/17	03/23/2017	99648	Traffic Sensor Corp	Flashers	263185	548.28	548.28
То	tal 99648:					-	548.28
03/17	03/23/2017	99649	TurboData Systems	Citation Processing Service	25710	281.50	281.50
То	tal 99649:					-	281.50
03/17	03/23/2017	99650	Tyack's Tires, Inc	Tires Grant Reimbursable	171262	5,543.40	5,543.40
То	tal 99650:					_	5,543.40
03/17	03/23/2017	99651	UPS	Service Charges	V107	94.36	94.36
То	tal 99651:					_	94.36
03/17	03/23/2017	99652	USA Bluebook	Control Valves	156615	11,272.43	11,272.43
03/17	03/23/2017	99652	USA Bluebook	Hose's, Brass Nipples, Fittin	196515	300.27	300.27
03/17	03/23/2017	99652	USA Bluebook	Meter Boxes	198741	1,750.91	1,750.91

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Check Register - Finance Director Check Issue Dates: 3/23/2017 - 6/30/2017

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			Check Issue	e Dates: 3/23/2017 - 6/30/20	117	Mar 2	3,2017 12:44PM
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 99652:					-	13,323.61
03/17	03/23/2017	99653	Verizon Business	Dispatch Outbound Calls	63918103	195.53	195.53
То	tal 99653:						195.53
03/17	03/23/2017	99654	Verizon Wireless	Cell Phone Service	9781095303	1,563.97	1,563.97
То	tal 99654:					_	1,563.97
03/17	03/23/2017	99655	Waste Management	Street Fund Cleanup Crew	3747939-2508-1	2,150.82	2,150.82
То	tal 99655:					_	2,150.82
03/17	03/23/2017	99656	Weil, Tom	Refund 8533 Redwood	105961.09	15.82	15.82
То	tal 99656:					_	15.82
03/17	03/23/2017	99657	West Coast Realty/Phuong Hit	Refund 8848 Satinwood	102089.09	27.89	27.89
То	tal 99657:			•		_	27.89
03/17	03/23/2017	99658	Zoll	Fire RMS Contract	9034937	210.00	210.00
То	tal 99658:						210.00
03/17	03/23/2017	99659	Zters	Port-A-Potty Service	214103	211.81	211.81
То	tal 99659:						211.81
Gra	and Totals:						344,919.98

1 HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

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Finance Director

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

ORDINANCE	N	0.	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING TITLE 5, CHAPTER 6, ENTITLED "MEDICAL MARIJUANA BUSINESSES AND ACTIVITY" TO AMEND SECTION 5-6.401 TO INCREASE THE MAXIMUM NUMBER OF EACH TYPE OF MEDICAL MARIJUANA BUSINESS THAT MAY OPERATE AT THE SAME TIME WITHIN THE CITY, TO AMEND SECTION 5-6.704 TO ALLOW THE CITY COUNCIL TO AUTHORIZE THE TRANSFER OF MEDICAL MARIJUANA BUSINESS PERMITS, AND TO AMEND SECTIONS 5-6.302 AND 5-6.906 TO PROHIBIT DISCLOSURE OF BACKGROUND CHECK RESULTS TO PRIVATE PARTIES

WHEREAS, on September 13, 2016, the City Council adopted Ordinance No. 16-742, which established a permitting and regulation system for medical marijuana businesses to locate within the City of California, including medical marijuana cultivation, manufacturing, dispensary, transporting, distribution and testing laboratories business; and

WHEREAS, Ordinance No. 16-742 added Section 5-6.401, which limited the number of each type of medical marijuana business that could operate within the City at any one time as follows:

- (A) Medical marijuana cultivation businesses were limited to a maximum of fifteen (15);
- (B) Medical manufacturing, distribution, testing laboratories, and transporting businesses were limited to a maximum of two (2) in each category; and
- (C) Dispensaries were limited to one for every 13,000 residents, up to a maximum of two (2); and

WHEREAS, Ordinance No. 16-742 added Section 5-6.704, which prohibited the transfer of medical marijuana business permits issued by the City; and

WHEREAS, on November 8, 2016, the City Council adopted Ordinance No. 16-743, which amended portions of Title 5, Chapter 6 of the California City Municipal Code entitled "Medical Marijuana Businesses and Activity" that pertained to how backgrounds checks for permittees and their employees were to be conducted by the City, but the amendments did not change Section 5-6.401 pertaining to maximum number of medical marijuana businesses nor did it change Section 5-6.704 regarding the prohibition on the transfer of medical marijuana business permits; and

WHEREAS, the City Council now desires to amend Section 5-6.401 of Title 5, Chapter 6 of the California City Municipal Code entitled "Medical Marijuana Businesses and Activity" to change the maximum number of medical marijuana businesses that may operate at the same time within the City of California City and to amend Section 5-6.701, subdivisions (a) and (b) to make the application procedure consistent; and

(C).

WHEREAS, the City Council now desires to amend Section 5-6.704 of Title 5, Chapter 6 of the California Municipal Code entitled "Medical Marijuana Businesses and Activity" to allow the transfer of medical marijuana business permits with prior approval of the City Council; and

WHEREAS, the California Department of Justice has notified the City that federal law requires the City to include a provision in the Medical Marijuana Businesses Ordinance that indicates the City will not disseminate information that it receives from federal background checks to private parties as is required by law. Therefore, the City Council desires to amend Title 5, Chapter 6, Sections 5-6.302 and 5-6.906 to include the Department of Justice's required language in the background check provisions of the Chapter; and

WHEREAS, this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR § 15061(B)(3) because it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment because increasing the maximum number of marijuana businesses does not change the fact that such businesses may only be established in areas already established in the general plan and zoning code for businesses such as these and because marijuana businesses have essentially the same impacts as the other types of businesses authorized in such zones; and

WHEREAS, the City Council has the authority under the Medical Cannabis Regulation and Safety Act and its police power to regulate the operation of medical marijuana businesses within the City in the manner done so within this Ordinance.

NOW THEREFORE, the City Council of the City of California City does ordain as follows:

SECTION 1. Maximum Number. Title 5, Chapter 6, Article 4, of Section 5-6.401 of the California City Municipal Code is amended to read as follows:

- (a) The maximum number of each type of medical marijuana business that shall be permitted to operate in the City at any one given time shall be as follows:
 - (1) Cultivation: maximum of one hundred (100);
 - (2) Manufacturing: maximum of one hundred (100);
 - (3) Transporting: maximum of twenty (20);
 - (4) Testing: maximum of twenty (20);
 - (5) Distribution: maximum of twenty (20);
 - (6) Dispensary: one for every thirteen thousand (13,000) residents, up to a maximum of two (2). The second dispensary permit would be available for potential issuance only when the City's population has reached twenty-six thousand (26,000) or more.

- (b) Section 5-6.401 is only intended to create a maximum number of medical marijuana businesses that may be issued permits to operate in the City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the medical marijuana business permits potentially available.
- (c) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of cultivation, manufacturing, transporting, testing or distribution permits which are authorized for issuance. The City Council, in its discretion, may determine by resolution that the number of permits listed in subsections (1) through (5) of subsection (a) of this section should stay the same, or be expanded. In no event will the maximum number of cultivation or manufacturing permits exceed two hundred (200); and the number of transporting, testing, or distribution permits exceed forty (40).
- **SECTION 2.** Permittee Selection Process. Title 5, Chapter 6, Article 7, section 5-6.701, subdivisions (a) and (b) shall be amended to read as follows:
- "(a) The City Council shall adopt by resolution a procedure by which the top applicants in each category of medical marijuana business will be presented to the City Council for a final determination at a public meeting.
- (b) The top applicants in each category of medical marijuana business that are selected for final consideration may be invited to attend the City Council meeting, where they will be expected to make a public presentation introducing their teams and providing an overview of their proposals. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary."
- **SECTION 3.** Business Permits. Title 5, Chapter 6, Article 7, subsection 5-6.704 entitled "Prohibition on Transfer of Medical Marijuana Business Permits" is amended to read as follows:
- "Sec. 5-6.704.- Transfer of Medical Marijuana Business Permits.
- (a) The owner of a medical marijuana business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Council stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager in accordance with all provisions of this Chapter (as though the transferee were applying for an original medical marijuana business permit) accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee), and the City Council determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this Title 5, Chapter 6.

- (b) Medical marijuana business permits issued through the grant of a transfer by the City Council shall be valid for a period of one year beginning on the day the City Council approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter.
- (c) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 75% of the original ownership), must be approved by the City Council through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (d) A permittee may change the form of business entity without applying to the City Council for a transfer of permit, provided that either:
- 1. The membership of the new business entity is substantially similar to original permit holder business entity (at least 75% of the membership is identical), or
- 2. If the original permittee is a cooperative or collective and then transitions to a new business entity to comply with Section 5-6.301, subdivision (b), provided that the original operator(s) of the original permittee business are the same, and the only change is removing collective/cooperative members from the ownership of the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.

- (e) No medical marijuana business permit may be transferred when the City Manager or Police Chief has notified the permittee that the permit has been or may be suspended or revoked.
- (f) Any attempt to transfer a medical marijuana business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit."

SECTION 4. Employee Permit. Section 5-6.302 ("Medical Marijuana Employee Permit Required") shall be amended to read as follows:

"The City Manager, through his/her designee, the Chief of Police, or a designated independent third party company contracted with the City, shall review the application for completeness. Once the application is deemed complete, the City Manager, the Chief of Police or his or her designee

within the California City Police Department shall conduct a background check which will be conducted pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11) which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation to verify the criminal record. The City shall not disseminate the information reported to it as a result of the background check to any private party.

The City Manager or his or her designee, including a third party company contracted with the City shall contact previous employers from which the applicant was fired or resigned to determine whether the basis for the termination or resignation. The City Manager, or his or her designee, or the Chief of Police or his or her designee within the California City Police Department shall review the criminal background check results together with the bases for any termination or resignation from previous employment, and shall determine whether there is evidence that the employee committed any of the following:

- 1. A crime or act showing the applicant is dishonest or untrustworthy; or
- 2. A felony, violent crime, or crime of moral turpitude.

Discovery of these facts showing that the applicant is dishonest or untrustworthy or has been convicted of those types of crimes are grounds for denial of the permit."

SECTION 5. Background Check. Section 5-6.906, subsection (m) of the California City Municipal Code ("Miscellaneous Operating Requirements; Background Check") shall be amended to read as follows:

"(m) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee or volunteer of the medical marijuana business must submit fingerprints and other information deemed necessary by the City Manager or his/her designee(s) for a background check. The Chief of Police or his or her designee(s) within the California City Police Department shall conduct the background checks, including receiving information from the Department of Justice and the Federal Bureau of Investigation and reviewing the information to determine eligibility for permitting under this Chapter. The City shall not disseminate the information reported to it as a result of the background check to any private party.

Also pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of record, no person shall be issued a permit to operate a medical marijuana business or related work permit unless they have first cleared the background check as determined by the Chief of Police. Grounds for denial of an employee work permit based on a background check results are contained in Sec. 5-6.302 and grounds for denial of a medical marijuana business permit shall be the same as those listed in California Business and Professions Code section 19323, subsection (b)(5).

A fee for the cost of the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a medical marijuana business permit is submitted. If this amount is not sufficient, the applicant shall provide additional amounts that are necessary and if the applicant is unable to provide the additional amounts necessary to complete the investigation, the investigation shall cease and shall not continue until such additional amounts are paid. Upon completion of the investigation or if the applicant withdraws their application, any fees paid for this process will be deemed non-refundable."

SECTION 6. Added Regulations. The City Council is hereby authorized to adopt supplemental regulations to the background check requirements of Sections 5-6.302 and 5-6.906 by resolution, as may be required by the California Department of Justice, the Federal Bureau of Investigation, or other governing agency.

SECTION 7. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Mojave Desert News, a newspaper of general circulation printed and published in the County of Kern and circulated in the City of California City and hereby designated for that purpose by the City Council.

[signatures on next page]

passed and adopted on this the	th day of	, 2017, by the following vote:
AYES: NOES: ABSENT:		
ABSENT:		Lowiscow Wood Money
ATTEST:		Jennifer Wood, Mayor APPROVED AS TO FORM
Denise Hilliker, City Clerk		Christian Bettenhausen, City Attorney
STATE OF CALIFORNIA COUNTY OF KERN))ss.	
CITY OF CALIFORNIA CITY)	
	1arch, 2017, an	do hereby certify that the foregoing ordinance d was regularly adopted at a meeting thereof on d/posted pursuant to law.

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CITY COUNCIL

Consent Agenda Item: March 28, 2017

TO:

Mayor the City Council

FROM:

Craig Platt, Public Works Director

SUBJECT:

Execution of Administering Agency-State Master Agreement No. 09-5399F15 with Caltrans and Program Supplement Agreement No. F019 for the roadway rehabilitation of Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. – STPL – 5399 (026), of the Federally Funded Regional

Surface Transportation (RSTP) project funding.

BACKGROUND:

Through the Kern COG, the City of California City was allocated \$312,000 in Federal funds, \$41,269 for Preliminary Engineering and \$270,731 for Construction. These funds are being used for the roadway improvements on Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. The project will provide pavement rehabilitation of the roadway and will upgrade signs, striping, and pavement markings.

City Council authorization is required to authorize the City Manager and/or Public Works Director to sign and execute program supplement agreement No. F019 to Administering Agency-State Agreement for Federal Aid Projects No. 09-5399F15, before expenses can be billed for the project.

The City must also enter into a Master Agreement No. 09-5399F15 with the Caltrans for Federal Funded projects. This agreement is also being presented for Council approval. It will serve as the Master Agreement for future projects that are Federal Funded with Caltrans oversight.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving Master Agreement Administering Agency-State Agreement for Federal Aid Projects No. 09-5399F15 and authorize the City Manager and/or Public Works Director to sign and execute the agreement.

Staff recommends that the City Council adopt a resolution approving Program Supplement Agreement No. F019 for Project No. STPL – 5399 (026) and authorize the City Manager and/or Public Works Director to sign and execute the agreement.

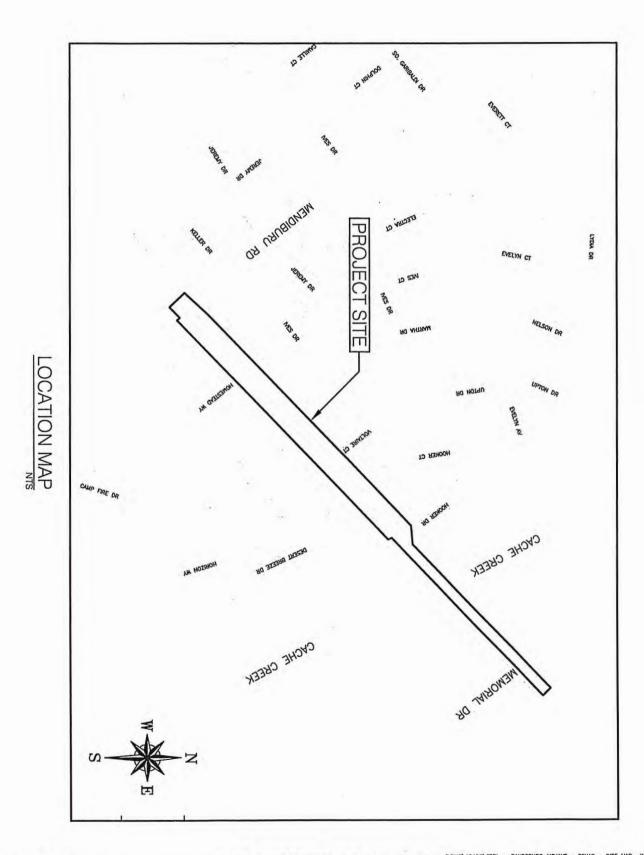
FISCAL IMPACT:

The estimated cost for Preliminary Engineering is \$46,616.00. The Federal match is \$41,269.00 for this project. The local match is \$5,347.00, funded by budget line item: 94-7000-732. As of February 28th 2017, available balance is \$15,658.50

ENVIRONMENTAL ACTION:

A Preliminary Environmental Survey (PES) Form will be prepared and will be sent to Caltrans for environmental review. It is anticipated that a Negative Declaration will be prepared for this project.

CC3



SHEET

CITY OF CALIFORNIA CITY
KERN COUNTY, CALIFORNIA
RSTPL – 5399 (026) — RANDSBURG-MOJAVE REHAB.
MENDIBURU RD. TO MEMORIAL DR.
SITE MAP

S:DWG\15406\STPL - RANDSBURG-MQJAVE - REHAB - SITE MAP -XSECTIONS.DWG

HELT ENGINEERING, INC.

ENGINEERING BULDING AERIAL

ENGINEERING BURNEYING DEBUGN PHOTOGRAPHY
2930 UNION AVE., BAKERSPIELD, CA. 93305
PHONE: (661) 323-6046 PAX: (661) 323-0799

S:DWG\15406\STPL - RANDSBURG-MQJAVE - REHAB - SITE MAP -XSECTIONS.DWG

REVISIONS COD BY DATE CK'D JOB NO.

15406

15406 15406

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE MASTER AGREEMENT TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID PROJECTS NO. 09-5399F15 AND AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO SIGN AND EXECUTE THE AGREEMENT

WHEREAS, the City of California City is eligible to receive Federal funding for certain Local Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreement Administering Agency-State Agreement for Federal Aid Projects No. 09-5399F15 needs to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City Council of the City of California City agrees to the terms and conditions of the proposed Master Agreement; and

WHEREAS, the City Council of the City of California City wishes to delegate authorization to execute this agreement and any amendments thereto to the City Manager and/or Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council of the City of California City does hereby approve Master Agreement Administering Agency-State Agreement for Federal Aid Projects No. 09-5399F15 and authorizes the City Manager and/or Public Works Director to sign and execute the agreement.

PASSED, APPROVED, AND ADOPTED on this 28th day of March, 2017 by the following roll call vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	Jennifer Wood, Mayor
Denise Hilliker City Clerk	



STATE OF CALIFORNIA } COUNTY OF KERN
I, Denise Hilliker, City Clerk of the City of California City, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of California City on the 28 th day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
Denise Hilliker City Clerk

MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS

09	City of California City
District	Administering Agency
Agreeme	ent No. 09-5399F15

This AGREEMENT, is entered into effective this day of between City of California City, hereinafter referred to as "ADMINISTERING AGENCY." and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

- 1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
- 2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
- 3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

- 1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
- 2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
- The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
- 4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
- 5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
- 6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
- 7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

- 8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
- 9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- 10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
- 11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
- 12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
- 13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
- 14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

- 15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.
- 16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.
- 17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.
- 18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
- 19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

- 1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
- 2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
- 3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
- 4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- 5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

- 1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
- 2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
- 3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

- 1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
- STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
- ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
- 4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
- 5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- 6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- 7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
- 8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- 9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
- 10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

- 11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
- 12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
- 13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
- 14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
- 15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
- 16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.
- 17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
- 18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
- 19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

- 20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
- 21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
- 22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.
- 23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.
- 24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

- 1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
- 2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
- 3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
- 4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
- 5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
- 6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

- 7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.
- 8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.
- 9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

- 1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:
- A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.
- B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
- This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- 3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
- 4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
- 5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
- 6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
- 8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
- 9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

- 10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
- 11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.
- 12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.
- 13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
- 14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
- 15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

- 16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.
- 17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.
- 18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.
- 19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	City of California City
By	Director Public Works
Chief, Office of Project Implementation Division of Local Assistance	City of California City Representative Name & Title (Authorized Governing Body Representative)
Date	Date 3-15-2017

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

- 1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
- 2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
- 3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
- 4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
- 5. Remedies for Willful Violation:
- (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

- 1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
- 2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

- 3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
- 4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

- 5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
- 6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
- 7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.
- 8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:
- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.
- 9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
- 10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

- (1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *
- (2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*
- * Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

^{*} Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities:
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

^{*} Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F019 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID PROJECTS NO. 09-5399F15, FOR THE RANDSBURG-MOJAVE ROAD FROM MENDIBURU RD. TO MEMORIAL DR. — STPL — 5399 (026) AND AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO SIGN AND EXECUTE THE AGREEMENT

WHEREAS, The City of California City entered into a Master Agreement for Federally Funded Projects with the State under agreement No. 09-5399F15; and

WHEREAS, Program Supplement Agreement No. F019 dated 11/29/2016 provides federal funds for the preliminary engineering of the Randsburg-Mojave Road from Mendiburu Rd. to Memorial Dr. Project; and

WHEREAS, the estimated cost for preliminary engineering is \$46,616.00 and the federally fund match for this phase per the agreement is \$41,269.00 and the local match is \$5,347.00; and

WHEREAS, the City Council of the City of California City agrees to the terms and conditions of the proposed supplemental agreement; and

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council of the City of California City does hereby approve Program Supplement Agreement No. F019 for Project No. STPL - 5399 (026) and authorizes the City Manager and/or Public Works Director to sign and execute the agreement.

PASSED, APPROVED, AND ADOPTED on this 28th day of March, 2017 by the following roll call vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Mayor, Jennifer Wood
ATTEST:	
Denise Hilliker	
City Clerk	

STATE OF CALIFORNIA } COUNTY OF KERN
I, Denise Hilliker, City Clerk of the City of California City, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of California City on the 28 TH day of March 2017, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:
Denise Hilliker City Clerk

PROGRAM SUPPLEMENT NO. F019

to

ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO 09-5399F15

Adv Project ID

Date: November 29, 2016

0917000023

Location: 09-KER-0-CALC

Project Number: STPL-5399(026) E.A. Number:

Locode: 5399

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master approved by the Administering Agency on Agreement under authority of Resolution No. (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Randsburg-Mojave Rd. Rehabilitation in California City, from Mendiburu Rd to Memorial Dr

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z240	\$41,269.00	LOCAL		OTHER
\$46,616.00			\$5,347.00		\$0.00

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Title) wector	2 Publ	ic Work	45		Chie	f, Office of Project	Implementation
Date -	3-15-20	017				Divis	ion of Local Assis	stance
Attest						Date		
I hereby cer	tify upon my	personal kr	nowledge th	∕ at budgeted fu	ınds are		is encumbrance:	
Accounting	g Officer	Joseii	a Cha	7		Date	11/30/16	\$41.269.00
Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
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STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION PROGRAM SUPPLMENT AND CERTIFICATION FORM

STATE CONTROLLER'S OFFICE

PSCF (REV. 01/2010)

Claims Audits

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PROJECT NUMBER:

0917000023

	C" Street, Rm 4			REQUISITION NUMBER /	CONTRACT NUMBER:	NTRACT NUMBER:		
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FROM:								
Depai	tment of Tra	ansportation						
SUBJECT:								
Encur	mbrance Do	cument						
VENDOR / LOC								
CITY	OF CALIFO	RNIA CITY						
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Local	Assistance		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
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DATE PREPARED:

11/30/2016

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

- 1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

- H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
- 2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

- B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
- G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
- H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

- 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.
- I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
- J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
- K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY. ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

- L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.
- M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.
- N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

- O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.
- 3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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CITY COUNCIL

Consent Agenda Item: March 28, 2017

TO:

Mayor and City Council

FROM:

Craig Platt, Public Works Director

SUBJECT:

Resolution Authorizing the Mayor and/or City Manager to Execute Right-of-

Way Certifications

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Background:

Regulations of the State of California, Department of Transportation (Caltrans) require Right-of-Way Certifications, which assure that a City has or will have a possession of required rights-of-way. Right-of-Way Certification is required for certain types of projects such as local street and road projects that are State or Federally funded.

The Right-of-Way Certification is necessary before a project can proceed to construction. Caltrans requires a resolution from the City Council authorizing a City position to sign such Right-of-Way Certifications.

Recommendation:

Staff recommends that City Council approve the Resolution Authorizing the Mayor and/or City Manager to Execute Right-of-Way Certifications.

Fiscal impact: None

Environmental action: None

CC4

RESOL	.UTION	NO.	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS

WHEREAS, certain regulations of the State of California, Department of Transportation, require Right-of-Way Certifications which assure that a local public agency has or will have possession of required rights-of-way; and

WHEREAS, a Right-of-Way Certification is required for certain types of projects, including but not limited to, all local street and road projects that will be advertised by the City or that only have State funding, as well as projects that are Federally funded in either the right-of-way or construction phase; and

WHEREAS, State regulations provide that as an alternative to submission of a resolution by the governing body of the local agency on a project by project basis, a local agency may adopt a resolution granting, among others, the City Manager and/or Public Works Director blanket authority to issue Right-of-Way Certifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of California City as follows:

- 1. The above recitals and findings are true and correct and are incorporated herein by reference.
- 2. The City Manager and/or Public Works Director of the City of California City, is hereby authorized to execute all Right-of-Way Certification required by the State of California, Department of Transportation.

PASSED, APPROVED, AND ADO following roll call vote:	PTED on this day of	, 2017 by the
AYES: NOES: ABSENT: ABSTAIN:		
	Jennifer Wood, Mayor	·
ATTEST:		
Denise Hilliker		
City Clerk		

STATE OF CALIFORNIA COUNTY OF KERN CITY OF CALIFORNIA CITY	}
foregoing Resolution was duly and r	k of the City of California City, do hereby certify that the regularly adopted by the City Council of the City of California of 2017, by the following vote:
AYES: NOES: ABSENT: ABSTAIN:	
Denise Hilliker	

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CITY COUNCIL

March 28, 2017

TO:

Mayor and City Council

FROM:

Craig Platt, Public Works Director

SUBJECT: A Resolution of the City Council of the City of California City to approve the submittal of a Low Carbon Transit Operations Program (LCTOP) project for the Fiscal Year 2016-17

BACKGROUND:

The City of California City is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects.

The statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations. Senate Bill 862 (2014) named the Department of Transportation as the administrative agency for the LCTOP; and the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies).

The City of California City agrees to comply with all conditions and requirements set forth in applicable statutes, regulations, and guidelines for all LCTOP funded transit projects and authorizes the submittal of the project nomination and allocation request to Caltrans requesting \$6,406 in FY 2016-17 LCTOP funds for Fueling and Maintenance of Dial-a-Ride Buses

Funds from this program will be utilized to pay for the fueling and maintenance of the current fleet of four buses.

RECOMMENDATION:

A motion to adopt the resolution to approve the submittal of a low carbon transit operations program (LCTOP) project for the Fiscal Year 2016-17.

FISCAL IMPACT:

Low Carbon Transit Operations Program Grant does not require local match.

ENVIRONMENTAL ACTION:

Not required for equipment purchase

CC5.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY TO APPROVE THE SUBMITTAL OF A LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT FOR THE FISCAL YEAR 2016-17

WHEREAS, the City of California City is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

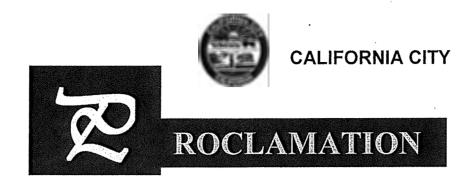
WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of California City That the fund recipient agrees to comply with all conditions and requirements set forth in applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of California City that it hereby authorizes the submittal of the project nomination and allocation request to Caltrans requesting \$6,406 in FY 2016-17 LCTOP funds for the Fueling and Maintenance of Diala-Ride Buses.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of California City held on March 28, 2017.

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Jennifer Wood, Mayor
	Jennier Wood, Mayor
Attest:	
Denise Hilliker, City Clerk	



Whereas, in Federal fiscal year 2015, 4 million reports were made to child protective services; and

Whereas, in Kern County during fiscal year 2016, 650 cases of reported abuse with findings were made to child protective services; and

Whereas, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

Whereas, our children are our most valuable resources and will shape the future of the City of California City; and

Whereas, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and

Whereas, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

Whereas, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith- based organizations, businesses and law enforcement agencies; and

Whereas, communities must make every effort to promote programs and activities that benefit children and their families;

Whereas, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

Whereas, Prevention remains the best defense for our children and families;

Now, therefore, I, Jennifer A. Wood, Mayor, City of California City, CA, do hereby proclaim April, 2017 as NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH in California City, and urge all citizens to recognize this month by dedicating ourselves to the task of improving

C G.

the quality of life for all children and families. Participate in the full month of activities held by the Mojave Unified School District Family Resource Center on Fridays between 10 a.m. and 4 p.m. at Robert P Ulrich School in Room 42 to help identify and stop child abuse and neglect.

Dated this twenty eighth da	y of March, 20	017	
Jennifer Wood, Mayor			
ATTEST:			
Denise Hilliker, City Clerk	5 0		

CITY COUNCIL

March 28th, 2017

TO:

Mayor and City Council

FROM:

Tom Weil, City Manager

SUBJECT: UPDATE OF MMB Application Process

BACKGROUND:

The implementation of Medical Marijuana application process establishes a cost recovery fee schedule for staff along with consulting time. The update before you outlines the four phases of the application process that was used in our first round but has now placed additional emphasis on business parks, which the City feels will enhance security, consolidate infrastructure development, land use, and conservation efforts within this new industry.

Updates are permitted per Resolution No. 09-16-2674, dated September 27, 2016.

Applications will be available on Monday April 3rd 2017 with a turn-in date of June 2nd, 2017.

RECOMMENDATION: The City Council review and approve the updated application process as authorized per Resolution No. 09-16-2674.

FISCAL IMPACT: N/A

ENVIRONMENTAL ACTION: N/A

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.



RESOLUTION NO. 09-16-2674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY CALIFORNIA ADOPTING THE PROCESS FOR ISSUING MEDICAL MARIJUANA BUSINESS PERMITS

WHEREAS, on September 13, 2016, the City Council adopted Ordinance No. 16-742, Amending Title 9, Chapter 2, Article 29 of the California City Municipal Code Regarding Medical Marijuana Dispensaries and Cultivation, Amending Title 9, Chapter 2, Article 21 "M1 Light Industrial District", and Adding Title 5, Chapter 6, Entitled "Medical Marijuana Business and Activity (the "Ordinance");

WHEREAS, the Ordinance authorizes the City Council to issue medical marijuana business permits to a limited number medical marijuana businesses in the City, subject to all the restrictions and operational requirements in the Ordinance;

WHEREAS, the Ordinance requires the City Council to adopt by resolution a procedure detailing the application and selection process that will be used in granting the medical marijuana business permits (Section 5-6.501 of the Municipal Code); and

WHEREAS, the City Council desires to ensure that an application and selection process is established which is consistent with the terms of the Ordinance, and provides a fair process for approving the most qualified and appropriate applicants for the community; and

WHEREAS, the application process which is being proposed for approval by this Resolution will screen, evaluate and rank applicants to identify which applicants can advance from the initial application process, Phase 1, Phase 2, Phase 3, and to Phase 4, where the City Council shall make the final decision which of the most qualified applicants will be awarded permits to operate a medical marijuana business in each category.

NOW THEREFORE, The City Council of the City of California City does hereby resolve as follows:

SECTION 1. The City Council hereby adopts the Medical Marijuana Business Permit Application and Selection Procedure as set forth in Exhibit "A" to this resolution, attached hereto and incorporated by this reference.

SECTION 2. The City Council also adopts the form Application for Medical Marijuana Business Permits in the form as set forth in the Exhibit "B" to this resolution, attached hereto and incorporated by this reference.

SECTION 3. The City Manager or his designee is hereby authorized to adopt regulations

DATE 1/12/17

or procedures consistent with the procedures adopted herein, as determined to be necessary for the proper administration of the application and selection process.

Section 4. The City Manager is further authorized to make changes to the Medical Marijuana Business Application and Permit forms, in his discretion, in a manner which is consistent with the City's Ordinance dealing with the issuance of Medical Marijuana Business Permits.

PASSED, APPROVED AND ADOPTED by the City Council of the City of California City at a public meeting held on the 27 of September, 2016.

AYES: Gomez, Warren, McGuire, Wood

NOES: Smith ABSENT: None

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

I, Denise Hilliker, City Clerk of California City, do hereby certify that the foregoing resolution was adopted on the 27th day of September, 2016.

Denise Hilliker, City Clerk



APPLICATION PROCEDURE TO OPERATE A MEDICAL MARIJUANA BUSINESS IN CALIFORNIA CITY (Second Round Issuance of MMJ Business Permits)

The application process for the second round issuance of permits to operate a Medical Marjuana Businesses ("MMB") in California City will open on Monday, April 3, 2017. Applications will be available at the Public Works Department, Planning Division located at City Hall. For questions regarding the application process please review the FAQ's, at the California City's webpage: www.Californiacity-ca.gov. This outlines the application process, required materials, and other information necessary to operate a MMB in California City. In order to be considered, final applications must be submitted by no later than 4:00 PM on Monday June 2, 2017 at the Public Works Department, Planning Division located at 21000 Hacienda Boulevard, California City, CA, 93505. This application process is adopted pursuant to California City Municipal Code Section 5-6.501.

BEFORE YOU APPLY:

Review the information to learn about the application process and which documents you will need. Review the application in its entirety to ensure that it is complete and accurate.

Review the information regarding the medical marijuana business application on the webpage: www.Californi acity-ca.gov which includes the following information:

- Local regulations governing California City MMB's: California City Municipal Code ("CCMC") Title 5 Chapter 6
- Live Scan Form
- Additional application information: Ordinance No. 1 6-742
- State laws governing MMB's: Including but not necessarily limited to, the California Department of Justice Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use and Senate Bill 420 (Medical Marijuana Program Act).
- Local Zoning Ordinance Title 9 Chapter 2
- Frequently Asked Questions
- (1) Application Process: Evaluation and Ranking: The selection process shall consist of the following Four Phases:

Phase 1: Preliminary determination of eligibility, \$3,258.00

Phase 2: Initial ranking. \$701.00

Phase 3: Second ranking. \$1,790.00

Phase 4: Public Meeting and City Council Final Selection. \$1,937.00

For more information, see Evaluation and Selection Process below.

(2) Criminal History Check: As part of Phase 1 of the Application Process, each individual applying to be a principal of the MMB ("Principal") must apply for a Live Scan criminal history check. This process must be conducted only by California City Police Department unless these procedures are amended inwhich case the City will post the updated procedures on the City Website. However, the Police Department will be limited to processing no more than six (6) individuals per day and applicants will be required to make an appointment in advance to ensure that the proper CCPD staff are available to conduct this process. Inaddition, due to limited staff resources you are encouraged to schedule your appointment as early as possible in order complete your Live Scan requirement before the due date of the application. The City cannot guarantee that it will be able to accommodate applicants who wait until the last minute before they seek to get their Live Scan completed. Please be advised that there will be a Live Scan

processing fee of \$78.00 per person which must be paid at the time of the Live Scan. The Live Scan process involves submitting fingerprints to the DOJ/FBI, which will review for criminal offender record information (CORI). CORI reports will be provided to California City for the sole purpose of determining eligibility for operating a MMB. See CCMC Chapter 5-6.906 (m) for background check requirements. Principals who do not meet criminal history eligibility requirements will be disqualified.

- (3) Applicants will be required to obtain a "Zoning Verification Letter" from the Public Works Department, Planning Division in City Hall, located at 21000 Hacienda Boulevard, in California City in order to ensure that the location the applicant is applying for meets locational requirements prior to submitting their MMB application. The review process typically takes approximately ten (10) working days and cost \$250.00. The "Zoning Verification Letter" will need to be included with the application package. Please be advised, the issuance of a "Zoning Verification Letter" by the City does not grant the applicant permission to operate a MMB, nor does it mean "permit" within the meaning of the Permit Streamlining Act, nor does it constitute an entitlement under the Zoning or Building Code. A regulatory permit for the purpose of regulating a MMB does not constitute a permit that runs with the land on which the MMB is established. Request for Zoning Verification Letters require a written request to the Public Works Department, Planning Division and will not be completed over the counter since it may require additional research and review.
- (4) Application: Applicants must hand deliver two (2) complete comprehensive and signed copies of the California City Medical Marjuana Business Application Form, and all attachments, if any, along with a flash drive which contains one comprehensive and signed copy of the application in a pdf format, and payment of \$3,258.00 for the initial application fee by 4:00 PM on Monday June 2, 2017. Payment must be made by a certified check, cashier's check or money order made payable to "California City". Please note the City will not accept cash and Application Fees are non-refundable. A complete application will consist of the following information:
 - a. The California City Medical Marijuana Business Application Form;
 - b. Proof of Live Scan payment for each of the Principals;
 - c. Zoning Verification Letter; and
 - d. All of the information about the MMB to be evaluated in Phase 1, Phase 2 and Phase 3 which is described in the Application and Evaluation Process section below in this procedure. The only information that can be submitted after the initial application is proof of property ownership or lease agreement. However, any change in location will require a new "Zoning Verification Letter" and must be submitted with the application package prior to Phase 3 of the selection process. Please note that should you choose to submit a different location prior to Phase 3 you can only do so if your initial proposed site was eligible as part of your original application package submitted on June 2, 2017.

LATE AND INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

- (5) Medical Cannabis Expertise Examination: The City at its sole discretion may require one Principal from each application to take and pass the Medical Cannabis Expertise Examination. The test may be administered for the top cultivation permit applicants and the top finalists for each of the other permitted categories to award up to twenty-five (25) additional bonus points. The examination will test the applicant's familiarity with the California City Ordinance, the Medical Marjuana Regulation and Safety Act, California Law related to medical cannabis, the Attorney General's Guidelines on Medicinal Cannabis and subsequently any new marijuana laws which may go into effect prior to this examination. This Optional Phase 2A would be taken prior to the scheduling of interviews for Phase 3, should the City deem it necessary.
- (6) Amendments to the Application: Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures or authorized in writing by the City. During Phase 1applicants will be notified if any of the Principals are ineligible and/or if their application is incomplete and will not move forward in the application process. However, in some cases the City may move forward in the application process to

other phases should it anticipate that the Live Scan will take a significant amount of time to be returned to the City. In this case, Applicants wishing to move forward in the process acknowledge by signing the application that they agree to these terms and should they be disqualified as a result of a background or a Live Scan disqualification they will not be eligible for a refund of any fees collected resulting from the modification of this procedure.

- (7) Payment of Application Fees: The individual designated as the MMB contact on the application will be notified by e-mail as to whether the application is advancing to Phase 2 and, subsequently, to Phase 3. A payment of \$701.00 will be due before Phase 2 and a payment of \$1,790.00 will be due before Phase 3. As part of Phase 4 the top eligible Applicants for each category as determined by the Ordinance or by resolution will be presented to City Council and must pay a fee of \$1,937.00 in order to move forward for final consideration for each permitted category. Deadlines for these payments will be included in the e-mail notification to the primary contact person.
- (8) Public Meeting: After Phase 3, and before Phase 4, the top thirty (30) cultivation applicants and the top three (3) applicants for all other categories excluding dispensaries must participate in a public meeting which will be held at the California City Council Chambers located at 21000 Hacienda Boulevard, California City, CA 92870. Notice of this meeting must be provided by the City to any affected business within 300 feet of the proposed location for each of the top applicants for each category in accordance with CCMC Chapter 5-6. 701. The cost of providing this notification will be paid by the applicants as part of the fee in Phase 4 of the selection process.

EVALUATION AND SELECTION PROCESS:

The evaluation and selection process shall consist of the following four phases:

)> Phase 1: Determination of Eligibility and Application

- >> Each Principal must undergo a criminal history check demonstrating compliance with the eligibility requirements of CCMC Chapter 5-6.906 (m) for background checks.
-)> Applications must be complete to be considered. Applications will be considered complete only if they include all information required for Phases 1,2 and 3.
- > Proposed location of business.
- > Execute an agreement indemnifying the City from liability.

)> Phase 2: Initial Ranking (1,800 Points)

-)> Applications will be evaluated based on the following criteria:
 - Proposed Location of business (500 Points)
 - Maximum points will be given for those proposed to be located within a business park or complex designated for that purpose, together with other medical marijuana businesses. Those applicants not located in a business park or complex shall only need to obtain 1,200 points for the purpose of meeting the 80% requirement to move on to Phase 3 of the application process.
 - Business Plan (400 Points)
 - Neighborhood Compatibility Plan (400 Points)
 - Safety and Security Plan (400 Points)
-)> Those applicants which score 80% or more, excluding dispensaries at this time, will move on to Phase 3.

)> Phase 3: Second Ranking (3,000 Points)

- Applicants who are assigned a point total of eighty percent (80%) or more of the total number of points available in Phase 2, will be interviewed and evaluated by the Selection Committee based on the criteria listed below.
- Prior to the scheduling of the interviews in Phase 3 each of the applicants per category will be required to have their proposed site inspected by the assigned City designee if there is an existing building structure to ascertain current conditions of the facility.

- One Principal may be required to pass a Medical Cannabis Expertise Examination, demonstrating a working knowledge of state and local compliance standards as well as the Attorney General's Guidelines on Medicinal Cannabis.
- > The second ranking will be scored based on the following criteria:
 - Final Location (proof of ownership or a signed and notarized statement from the Property Owner) (500 Points) Maximum points will be given for those proposed to be located within a business park or complex with other medical marijuana businesses.
 - Business Plan (500 Points)
 - Maximum points will be given for those proposed to be located within a business park or complex with other medical marijuana businesses.
 - Community Benefits (300 Points)
 - Enhanced Product Safety (200 Points)
 - Environmental Benefits (300 Points)
 - Labor & Employment (200 Points)
 - Local Enterprise (200 Points)
 - Neighborhood Compatibility Plan (200 Points)
 - Qualifications of Principals (300 Points)
 - Safety and Security Plan (300 Points)
- After all the applicants from Phase 3 scores have been tabulated they will be combined with Phase 2 to establish a new ranking of the top applicants. Applicants scoring a total number of points that is eighty percent (80%) or more of the total possible number of points, will move onto Phase 4 of the selection process. For those applicants not located within in a business park or complex with other medical marijuana businesses they shall only be required to score 2,000 points or higher to meet the 80% requirement..

Phase 4 Steps to be followed:

- 1. Public Meeting of finalist applicants for all categories of medical marijuana businesses (if there are still available permits in those categories to be issued by the City).
- 2. Selection Committee's final review and evaluation.
- 3. City staff prepares and presents final report to City Council.
- City Council makes final selection.

After Phase 3, and before Phase 4, the finalist applicants chosen from each category shall participate in a public meeting which will be held in the California City Council Chambers on a date and time to be determined by City staff. At the Public Meeting the community will be allowed to present concerns and/or support and provide additional considerations for potential permit conditions that may be implemented by staff. The Public Meeting will not be determinative as to who gets the permit but shall inform staff of potential concerns for which a condition or conditions may be necessary to address. Furthermore, decisions, recommendations, and conditions will be based primarily on site inspection results, business feasibility, and the viability of the proposed location. After the completion of the Public Meeting and prior to the Selection Committees final recommendation to City Council, the City reserves the right to request and obtain additional information from any candidate who submitted a proposal. Upon the completion of the final review process, the Selection Committee will tabulate its final scoring of all the applicants for each category and present to the City Council the ranking and point total awarded by the Selection Committee to each finalist. The City Council will make the final decision on who may be awarded a permit for each of the qualified categories. The top applicants should be prepared to attend a City Council meeting in California City in case the Mayor and City Council has any additional questions before making their final decision.

Notice of the public meeting must be provided pursuant to CCMC Section 5-6.701. Notice of the public meeting shall be sent to all property owners located within three hundred (300) feet of the proposed business locations of each of the top finalists in each permitted category.

Following an objective ranking of the application materials, interview process, and upon the completion of the public meeting, City staff shall prepare a report bringing forward to the City Council the final ranking by the Selection Committee of candidates who scored eighty percent (80%) or more of the total number of points available based on the established criteria. Please note that being

awarded a MMB does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for any and all construction including electrical, plumbing, fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits. Nor does it guarantee that the plans submitted via the MMB application process meet the standards or requirements of those permitting departments. All permit awardees will still be required to complete all the permitting processes for the proposed construction or occupation of their facility.

DESCRIPTION OF EVALUATION CRITERIA:

-);>- Proposed Location. Your application must include the address and a detailed description of the proposed location. (Note that proof of ownership or a notarized letter of the owner's willingness to lease will not be given any additional consideration until Phase 3). This section should also describe all sensitive uses and shall not be any closer than one thousand (1,000) feet from any parcel containing a school, college or university (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12); churches or other house of worship; a park, daycare facility serving nine or more children and is licensed by the county; a drug or alcohol rehabilitation facility providing on-site medical treatment as described in Section CCMC 9-2-2903. The MMB must be located in the appropriate zoning and meet all of the locational requirements as in described in CCMC Chapter 2 Zoning.
- > Business Plan. With as much detail as possible, the Business Plan should describe:
 - > Description of day-to-day operations. See CCMC Section 5-6.1001.
 - How the MMB will conform too local and state law. See CCMC Sections 5-6.101, 5-6.1101,5-6.1401,5-6.1402, 5-6.1403, 5-6.1405, and the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use.
 - Mechanisms for ensuring that the MMB will operate on a Not-for-Profit basis until the Medical Cannabis Regulation and Safety Act is fully in effect.
 - > How medical cannabis will be tracked and monitored to prevent diversion.
 - > A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.

The Business Plan should include:

- 3> A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
 - Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.
- > A pro forma for at least three years of operation.
- > Neighborhood Compatibility Plan. For the proposed location, your application should address how the MMB, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community. Furthermore, a site plan (accurate, dimensioned and to-scale [minimum scale of 1/4"]) should be included for each potential location. The scale maybe smaller if it exceeds more than a Yi acre parcel but must not be printed on no more than a 11 X 17 sheet of paper.
- > Safety and Security Plan. For each proposed location, your application should include:
 - A detailed safety plan. This plan should describe the fire prevention, suppression, HVAC and alarm systems the facility will have in place. It should include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant. An appropriate plan will have considered all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation.
 - 3> A detailed security plan. This plan should include a description and detailed schematic of the overall facility security. It should have details on operational security, including but not limited to general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor security, 3rd party contractor security, and delivery

security. In particular, applications should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for access (area specific), types of security systems (alarms and cameras), and security personnel to be employed. The security plan shall also include an assessment of site security by a qualified security consultant. Security plans will not be made public.

A floor plan showing existing conditions. If changes are proposed as part of the project, then a proposed floor plan should also be submitted. The floor plan(s) should be accurate, dimensioned and to-scale (minimum scale of 1/4"). The scale maybe smaller if it exceeds more than a Yi acre parcel but must not be printed on no more than a II X 17 sheet of paper.

- Community Benefits. The application should describe benefits that the MMB would provide to the local community, such as employment for local residents of the City, community contributions, or economic incentives to the City.
- Enhanced Product Safety. The application should state how the MMB will ensure enhanced consumer safety as required by State or local law.
- Environmental Benefits. The application should describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management. Labor & Employment. The application should describe to what extent the MMB will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees. Specific practices that are subject to consideration include the following:
 - Providing compensation to and opportunities for continuing education and training of employees/staff (applications should provide proof of the MMB policy and regulations to employees);
 - ;... Providing a "living wage" to facility staff and employees. Wage scale should be provided in writing for all levels of employment at the facility. "Living Wage" shall mean 200% of the minimum wage mandated by California or Federal law, whichever is greater.
- > Local Enterprise. The application should state the extent to which the MMB will be a locally managed enterprise whose Principals reside within California City and/or Kern County.
- Qualifications of Principals. The application should include information concerning any special business or professional qualifications or licenses of principals that would add to the number or quality of services that the MMB would provide, especially in areas related to medical cannabis, such as scientific or health care fields.

The City's Reservation of Right's

The City reserves the right to reject any and/or all proposals, with or without any cause or reason. The City may also, modify, postpone, or cancel the request for permit applications without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal. Late and incomplete proposals WILL BE REJECTED. Furthermore, a proposal RISKS BEING REJECTED for any of the following reasons:

- Proposal considered not fully responsive to this request for a permit application.
- 2. Proposal contains excess or extraneous material not called for in the request for permit application.

CONTACT:

If you have any questions or would like an update on the status of your application, please contact Hazel Munoz at 760-373-7152 or by email at ccbldg-code@Californiacity-ca.gov

CITY COUNCIL

March 28, 2017

TO: Mayor and City Council

FROM: Brenda Daverin, Park Supervisor

SUBJECT: 4th of July Fireworks

BACKGROUND

It is time once again to make reservations for the annual fireworks display on the 4th of July. Last year we did receive almost half of the funding from CDCR from a food fundraiser. If we proceed with the approval from council, we will once again look for community donations and sponsors to raise funds to lessen the impact on the City budget. Our goal is to raise \$5,500.00 towards the event with the City matching the remaining. We will start by have an opportunity drawing at Tortoise Days again this year. The City's CEA Miscellaneous Association Union most likely will help sponsor the event as they have for the past several years.

The company Pyro Spectaculars who shot our show the last 8 years has gone up an additional \$500 making the quote \$11,000 for the same size show as last year. Their quote is the same for July 4 or another day of our choosing. The next quote from Zambelli is \$13,500 for July 4th and \$12,500 for Sunday July 2nd. The third quote is from Garden State Fireworks in the amount of \$15,000 for the date of July 2nd only as they don't have enough operators for July 1, 3 or 4 in our area.

**Note we also have a Cal City Whiptails game on the 4th of July so it is going to be difficult for both events to be going on at the same time in different locations for the Park & Rec Staff. We would need help from other departments to assist in security and crowd control.

RECOMMENDATION

Staff recommends that if Council authorize the Parks and Recreation Supervisor make the reservation with Pyro Spectacular for the annual 4th of July Fireworks Presentation.

FISCAL IMPACT

Account # 10-4165-425 Non-Departmental / Fireworks. Available balance \$10,500 as of February 28, 2017. Parks and Rec will be seeking donations from the community and surrounding area for the remaining \$500.

ENVIRONMENTAL ACTION: N/A



Pyrotechnic Proposal for

California City

July 04, 2017



January 30, 2017

California City Brenda Daverin 21000 Hacienda Blvd. California City, CA 93505

Dear Ms. Daverin,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 04, 2017 event. The following proposal outlines your custom designed Program "A" for the amount of \$11,000.00. The various fireworks elements provided are prepared to shoot from Central Park.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by March 06, 2017. Your deposit is due April 04, 2017.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 231.

Sincerely,

PYRO SPECTACULARS, INC.

Jeff Martin Sales Manager

JM/da

Enclosures

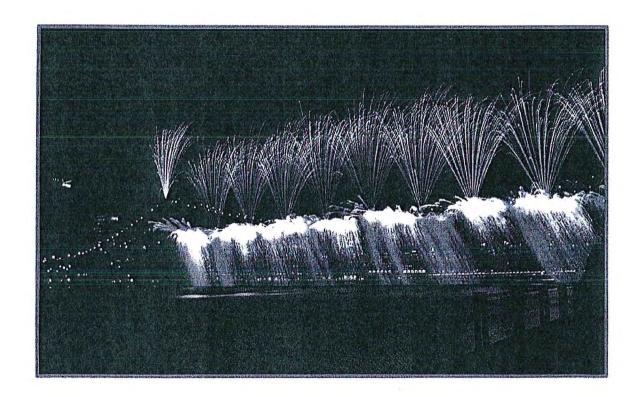
Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



Product Synopsis • Pyrotechnic Proposal California City PROGRAM A – July 04, 2017 \$11,000.00

Opening	
<u>Description</u>	Quantity
♦ 2.5" Souza Designer Opening Salutes	15
Total of Opening	15
Main Body - Aerial Shells	
Description	Quantity
♦ 3" Souza Designer Selections	150
♦ 4" Souza Designer Selections	60
♦ 5" Souza Designer Selections	18
Total of Main Body - Aerial Shells	228
Pyrotechnic Devices	
Description	<u>Quantity</u>
Sousa Gold Line Custom Multishot Device	100 Shots
 Sousa Platinum Line Custom Multishot Device 	300 Shots
Total of Pyrotechnic Devices	400
Grand Finale	
Description	Quantity
♦ 3" Souza Designer Bombardment Shells	90
♦ 4" Souza Designer Bombardment Shells	30
♦ 5" Souza Designer Bombardment Shells	3
Total of Grand Finale	123
Grand Total	766



The World of Pyro Spectaculars at your Service!



Explosive Entertainment For all types of events

Full Service Productions

Creative Show Design

Music and Theme Selection

Permit Applications

Insurance and Licensing

Set up and delivery

Products & Effects

Sky Concerts™

SOUSA™ Fireworks Brand

Indoor Stage /Close Proximity Pyro

Custom Logos

Propane Effects

Cryogenics

Confetti and Streamers

Value Added Services

In-House Digital Recording Studio

State of the Art Equipment

24 hour Support Staff

Pyro University Safety and Training Courses

Fire Department Liaison

Consultation Services

Pyro-Program Development

Display Site Surveys

Innovative Product Development

Safety Analysis

FROM THE DESK OF

James Souza

PRESIDENT AND GEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

James R. Louga

Pyro Spectaculars, Inc. P.O. Box 2329 Rialto, CA 92377

Tel: 909-355-8120 :::: Fax: 909-355-9813

California City Program A July 04, 2017 Page 1 of 4

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this ______day of _____,2017_by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and California City, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

- 1. <u>Engagement</u> CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.
 - PYRO Duties PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.
 - 1.2 <u>CLIENT Duties</u> CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.
 - 2. <u>Time and Place</u> The Production shall take place on <u>July 04, 2017</u>, at approximately <u>9:00 PM</u>, at <u>Central Park; Between Baseball Fields</u>, California City, CA, Site.

3. Fees, Interest, and Expenses -

- 3.1 Fee. CLIENT agrees to pay PYRO a fee of \$11,000.00 USD (ELEVEN THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$5,500.00 USD (FIVE THOUSAND FIVE HUNDRED DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$5,500.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 04, 2017. The balance of the Fee shall be paid no later than July 05, 2017. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.
- 3.2 Interest In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.
- 3.3 Expenses PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.
- 4. <u>Proprietary Rights</u> PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.
- 5. Safety PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safety discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.
- 6. Security CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers: the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.
- 7. Cleanup PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

Pyro Spectaculars, Inc. P.O. Box 2329 Rialto, CA 92377

Tel: 909-355-8120 :::: Fax: 909-355-9813

California City Program A July 04, 2017 Page 2 of 4

8 Permits - PYRO agrees to apply for permits for the firing of pyrotechnics only from the California City Fire Department FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. <u>Insurance</u> - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

- 10. Indemnification PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
- 11. <u>Limitation of Damages for Ordinary Breach</u> Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.
- 12. Force Majeure CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.
- 13. Rescheduling Of Event If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.
- 14. Right To Cancel CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The furegoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.
- No Joint Venture It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.
- 16. Applicable Law This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.
- 17 <u>Notices</u> Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail. postage prepaid. first class, addressed as follows: PYRO Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT California City; 21000 Hacienda Blvd., California, CA 93505.

Pyro Spectaculars, Inc. P.O. Box 2329 Rialto, CA 92377

Tel: 909-355-8120 :::: Fax: 909-355-9813

California City Program A July 04, 2017 Page 3 of 4

- 18. Modification of Terms All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.
- 19. Severability If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
- 20. Price Firm If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO, shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through March 06, 2017 EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE. See PRICE FIRM conditions, paragraph 20, above.

PYRO SPECTACULARS, INC. California City Print Name

SHOW PRODUCER: Jeff Martin

EXECUTED as of the date first written above:

Tel: 909-355-8120 :::: Fax: 909-355-9813

California City Program A July 04, 2017 Page 4 of 4

SCOPE OF WORK PYRO SPECTACULARS, INC. ("PYRO") and California City ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on <u>July 04, 2017</u>, at approximately <u>9:00 pm</u> at <u>Central Park; Between Baseball Fields, California City, CA</u>.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

Insurance Requirements	<u>Limits</u>	
Commercial General Liability	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Business Auto Liability- Owned, Non-Owned and Hired Autos	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Workers' Compensation	Statutory	
Employer Liability	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

March 21, 2017

Attn: Brenda Daverin City of California City calcitypark@yahoo.com

Dear Ms. Daverin:



THE SANTORE BROS. WORLD CHAMPIONS

Enclosed is our proposal in the amount of \$15,000.00 for your July 2, 2017 fireworks display.

Our display format offers a "turn-key" method and is comprised of the following:

- -Fireworks as selected per the enclosed programs, including
- -assistance in aesthetic design for special events.
- -production schedule outline.
- -pre-display site visit in compliance with NFPA recommendations.
- -assistance in acquisition of all necessary permits.
- -all labor necessary to transport, install, discharge and remove your display.
- -safety equipment and personnel in conformation with the requirements of agencies having jurisdiction including **California** Licensed Pyrotechnicians as currently required by law and site representative for meetings and coordination of the display.
- -all trucking and transportation of equipment and material; including transportation permits.
- -all technicians have met DOT regulations and carry current health cards and CDL licensing.
- -all pyrotechnic devices have mandatory EX numbering as required by the Bureau of Explosives and the DOT for transportation on any roadway and/or waterway.
- -proof of State and Federal licenses.
- -insurance coverage in the amount of \$5,000,000 with sponsor as additional insured; vehicle insurance in the amount of \$5,000,000, as required by the DOT.
- -coverage of all GARDEN STATE employees under Interstate Workers Compensation and Employers Liability Insurance.

Be confident that you can count on the above mentioned assurances and you can also count on a large variety of the highest quality American made multiple break shells to be included in each program. In addition, your display site will have a staff of expertly trained and experienced pyrotechnicians.

We at GARDEN STATE FIREWORKS look forward to the opportunity of working together with you.

Thank you for your time and attention.

Yours sincerely,

August N. Santore CEO







City of California City
July 2, 2017 \$15,000.00

Submitted By:
Garden State Fireworks, Inc.
The Santore Brothers

. .

Arraya City of California City July 2, 2017 \$15,000.00

Opening:			541, 21, 2017 013,000.00
Opening.	6	3"	Announcements Flash Light Salutes with tails
	100	1"-2"	Assorted Multi-Break Special Effect Shells
	20	2.5"	Assorted Fancy Star Shell
	10	2.5"	Titanium Thunder
	2	4"	Bumper Harvest Shell
	2	4"	Assorted Color Bee
	2	5"	Spangle Chrysanthemum
	2	5"	Color Changing Peony with Color Changing Pistol
Body:		•	
	124	3"	Assorted chrysanthemum Peony Pattern & Reports
	68	4"	Santore Bros. Special Multi-Break & Custom designer Chrysanthemum
	54	5"	Assorted Color Chrysanthemum & Reports
	12	4"	Fancy Assorted Pastel Colors
Special Effects:			15/30MM
	100	•	Shot Criss Cross Magnesium Crossetti
	350		Assorted Color Comets
	350		Flash & Thunder Reports
:			
	72	Shots	White Glittering with Red Pistil Fan
	100	Shots	Z Cakes Color Falling Leaves with Blue Stars
	150	Shots	W Cakes Gold Willow Comets Blue Stars
	72	Shots	V Cakes Rapid Fire Blue Stars
Brocade Tableau:	•		
	36	. 1"-2"	Twinkling Brocade Slow Duration
	30	3"	Twinkling Brocade Slow Duration
	8	4"	Twinkling Brocade Slow Duration
	4	. <i>5"</i>	Twinkling Brocade Slow Duration
Crossetti Tableau:	70		The state of the second
	72	1"-2"	Fancy Assorted Multi-Color Crossetti
		. 3"	Fancy Assorted Multi-Color Crossetti
	4	4"	Fancy Assorted Multi-Color Crossetti
	4	5"	Fancy Assorted Multi-Color Crossetti

Page #2
City of California City
July 2, 2017 \$15,000.00

Pre- Finale:			15-30MM			
	350		Flying Fish, Whistles, Comets & Report Shells			
Grand Finale		-	,			
	90	2.5"	Assorted Color and Report Shell			
	100	1"-2"	Assorted Staccato with colors			
	20	3"	Assorted Fancy Colors and Report			
	30	3"	Color and lightning Flashes 2,000 crackling effects			
	30	3"	Assorted Color Strobing Stars 1,500 bright flashes			
	40	3"	Titanium Thunder			
	12	- 4"	Assorted Chrysanthemum and Peony			
	2	- 5"	Glittering Silver Color Changing Red, White and Blue			
	2	5"	Color Changing Chrysanthenium			
	4	- 5"	Silver Rain Chrysanthemum			

Size	1"-2"	2.5"	3"	4"	5"	15/30 MM	Assorted Effects	Total pieces and Effects
Total:	308	120	290	108	72	1,150	3,894	5,942



FIREWORKS PROPOSAL

California City Independence Day Fireworks Celebration

Show Date: Sunday July 2, 2017

Show Budget Option: \$12,500 (Ten percent reduction for non-4th).

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

Site Security and Fire Protection: Zambelli will assist with site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli

SYNOPSIS FOR A 15 MINUTE DISPLAY

ALL INCLUSIVE PACKAGE PRICE \$12,500

SHELL DESCRIPTION	QUANTITY
OPENING BARRAGE	
Three Inch Assorted Color & Salute Finale Display Shells	20
Four Inch Color Finale Display Shells	6
Five Inch Color Finale Display Shells	5
TOTAL NUMBER OF SHELLS IN OPENING	31
MAIN BODY OF PROGRAM	
Three Inch Zambelli Floral Pattern Shells	35
Three Inch Zambelli Specialty Shells	35
Three Inch Zambelli Duration/Lingering Effect Shells	35
Three Inch Multi-Break Effect Shells	35
Three Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	35 35
Three Inch Tourbillion & Serpent Effect Shells TOTAL NUMBER OF THREE INCH SHELLS	210
Four Inch Zambelli Floral Pattern Shells	20
	20
Four Inch Zambelli Specialty Shells Four Inch Zambelli Duration/Lingering Effect Shells	20
Four Inch Multi-Break Effect Shells	20
Four Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	20
Four Inch Tourbillion & Serpent Effect Shells	20
TOTAL NUMBER OF FOUR INCH SHELLS	120
Five Inch Zambelli Floral Pattern Shells	10
Five Inch Zambelli Specialty Shells	10
Five Inch Zambelli Duration/Lingering Effect Shells	10
Five Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells	10
Five Inch Tourbillion & Serpent Effect Shells	10
Five Inch Assorted Color Multi-Break Display Shells TOTAL NUMBER OF FIVE INCH SHELLS	10 60
ZAMBELLI GRAND FINALE Three Inch Asserted Color Finals District Shalls	70
Three Inch Assorted Color Finale Display Shells Three Inch Zambelli Specialty Finale Shells	70 60
Three Inch Titanium Salute Report Shells	150
Four Inch Zambelli Specialty Finale Shells	84
Five Inch Zambelli Specialty Finale Shells	40
TOTAL NUMBER OF GRAND FINALE SHELLS	404
TOTAL NUMBER OF SHELLS IN THE DISPLAY	825
Additional Multi Shot Effects	
49 Shot Variegated Moons w/Titanium Reports and Tail	
49 Shot Super Brocade w/Gold Tails Fan Box	
49 Shot Silver Crossettes w/Silver Tails Fan Box	
49 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	
49 Shot Bright Popping Flowers w/Silver Tails Fan Box	
49 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	*
49 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	
49 Shot Green to Purple Moons w/Reports and Tail Fan Box 49 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box	
47 Shot Gota Diocauc Watchans W/Gota Tans Fall Dox	

49 Shot Silver to Gold Crossettes w/Silver Tails Fan Box



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ACORD	•

CERTIFICATE OF LIABILITY INSURANCE

DATE (MIM/DDYYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

	MPORTANT: If the certificate holder te terms and conditions of the policy								
	ertificate holder in lieu of such endor								
PRO	DUCER Allied Specialty Insurance,	Inc		CONTA	ict				
	10451 Gulf Boulevard		•	PHONE FAX (AC, No): (AC, No, Ext): (AC, No): E-MAIL ADDRESS:					
	Treasure Island, FL 33706-4	814		E-MAIL ADDRE	ss:				
	1-800-237-3355					URER(S) AFFOR	NDBNG COVERAGE		NAIC #
				INSUR	ERA: T.H.E.				12866
INSU	^{RED} Zambelli Fireworks Mfg C	0.,		INSUR	ERB:				
	dba: Zambelli Fireworks lı	nternati	onale, etal	INSUR					
	20 South Mercer Street			INSUR					
	New Castle, PA 16101		INSUR	-					
CO	VERAGES CER	TIFICATI	E NUMBER:	1 111010	LAT .		REVISION NUMBER:	1	
C	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY CCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	OCCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	ALL T	WHICH THIS
INSR LTR	TYPE OF INSURANCE	BISR WYD	POLICY NUMBER		POLICY EFF (MM/DOYYYY)	(MIN/DOYYYY)	UMIT	3 - 4 00	20.000
Α	GENERAL LIABILITY		CPP0103167-01		02/01/2014	02/01/2015	EACH OCCURRENCE DAMAGE TO RENTED	5 1,00 5 100	000,000
	COMMERCIAL GENERAL LIABILITY						PREMISES (Ex occurrence)	\$ 100	,000
	CLAIMS-MADE X OCCUR		C				MED EXP (Any one person)	, 1.00	00,000
			Sam				PERSONAL & ADV INJURY GENERAL AGGREGATE		00,000
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Α	AUTOMOBILE LIABILITY		CPP0103167-01		02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,00	000,00
	X ANY AUTO						BODILY INJURY (Per person)	5	
	ALLOWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	5	
	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
1								5	
Α	UMBRELLA LIAB X OCCUR		ELP0011081-01		02/01/2014	02/01/2015	EACH OCCURRENCE		00,000
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	DED RETENTIONS							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YAN		WC144355		02/01/2014	02/01/2015	X WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	AIM					E.L. EACH ACCIDENT	\$ 1,00	00,000
	(Mandatory in NH)	""^	ļ				E.L. DISEASE - EA EMPLOYEE	\$ 1,00	00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,00	00,000
	-		Workers Compensation	Cover	age is afford	ed in the Sta	e(s) of: AZ, CO, CT, DE,	FL, G/	A, IL, IN, KY,
			LA, MD, MI, MN, MO, NC	, NE, N	U, NM, NV, N	Y, OR, PA, S	C, SD, TN, TX, UT, VA &	WI.	
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ì	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	-	ACORD 101, Additional Remarks		-	s tednitadi			
	•	in Date:		Locati					
RE:	General Liability, the following are	named a	s additional insured in re	espect	s to the oper	rations of the	e named insured only		
CEF	RTIFICATE HOLDER			CAN	CELLATION				
				SHC THE	OULD ANY OF	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.		
				AUTHO	RIZED REPRESE	NTATIVE	2 1		
CEF	T#			(and	660	Jerra		

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A.

City Council

Meeting Date: March 28th, 2017

TO: Mayor and Council

FROM: City Manager

Subject: Assistant City Manager/Director of Finance

Background: I would like you to approve the Assistant City Manager/Director of Finance job description that is attached. While Dr. Jeanie Olaughlin will be the first to admit that she has too much on her plate at this time, she is still a good candidate to assume this position. This will allow, upon my departure in November, a foundation to build on for an individual that you recruit to take my place. This will require the finance director and myself to become joined at the hip to immerse ourselves in the daily activities of running the city. This is not something that you learn overnight and the next nine months will be busy as we move forward with Medical Marijuana, permitting, development and construction, operations, taxation and security that will stretch us all to our limits.

Attached is the adjustment in salary along with the job description for this position.

Recommendation: Council approve job description as presented.

Financial Impact: \$1,632 thru June 30th 2017. Funded by budget line item 10-4141-110, with an available balance of \$176,049.63 as of February 28, 2017

Environmental Impact: None

NB2

Salary& Benefits April 11-June 30

Emp Name	%	Wage	Hrs per yr	Salary	Med	Caf	Pers	Unemp	WC	Fringe Benefits	Total	Hourly rate w/ Benfits
Finance Director Salary as of April 13, 2017	100%	48.79	480	23,419	340	3,450	1,535	308	239		29,291	61.02
Finance Dir/Asst. City Mgr	100%	51.91	480	24,917	361	3,450	1,633	308	254		30,924	64.42
Difference		3.12	0.00	1497.60	21.72	0.00	98.17	0.00	15.28		1632.76	3.40
	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100%	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91 480	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91 480 24,917	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91 480 24,917 361	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91 480 24,917 361 3,450	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91 480 24,917 361 3,450 1,633	Finance Director Salary as of April 13, 2017 Finance Dir/ Asst. City Mgr 100% 51.91 480 24,917 361 3,450 1,633 308	Finance Director Salary as of April 13, 2017 Finance Dir/Asst. City Mgr 100% 51.91 480 24,917 361 3,450 1,633 308 254	Finance Director Salary as of April 13, 2017 Finance Dir/ Asst. City Mgr 100% 51.91 480 24,917 361 3,450 1,633 308 254	Finance Director Salary as of April 13, 2017 100% 48.79 480 23,419 340 3,450 1,535 308 239 29,291 Finance Dir/Asst. City Mgr 100% 51.91 480 24,917 361 3,450 1,633 308 254 30,924

CITY OF CALIFORNIA CITY

JOB DESCRIPTION

ASSISTANT CITY MANAGER/DIRECTOR OF FINANCE

Position Control No. 83-2002

EMPLOYMENT

CLASSIFICATION: Management (Department Head)

DEPARTMENT: Assistant City Manager/Finance

REPORTS TO: City Manager

PURPOSE/OBJECTIVE OF JOB: Under administrative direction performs complex work in assisting the City Manager in the general operation and management of the City government. Plans, organizes, integrates, directs and coordinates activities; provides assistance to the City Manager with work of great complexity and sensitivity. Acts as a department head for the Finance Department and is assigned responsibility for specific functional areas; acts as the City Manager on a relief basis. Also, manages the City's financial activities which include accounting, purchasing, data processing, debt administration, and financial administrative services, provide expert professional assistance to City management staff on financial, procedure, insurance, systems, data processing, investments, accounting, and related matters.

LEVEL OF SUPERVISION REQUIRED: Limited

SUPERVISORY RESPONSIBILITIES: This position acts as the City Manager on a relief basis and supervises the Finance Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(NOTE: All duties are considered essential because there is only one person in this position.)

Plans, organizes, controls, coordinates, and directs the work and results of specified functional areas and units; develops and directs the implementation of

goals, objectives, policies, procedures and work standards for assigned functions; coordinates complex projects between departments on behalf of the City Manager; works closely with the City Council, City departments, and citizen groups in developing programs and implementing projects to solve problems related to areas of assignment; develops specific proposals and plans for action on current and future City needs; makes interpretations of City regulations and various ordinances, codes and applicable laws to ensure compliance, coordinates the preparation of a wide variety of reports or presentations for the City Council, City management or outside agencies; acts as the City Manager on a relief basis. In addition to assisting the City Manager in varied administration and programmatic areas, this class has department head-level responsibility for policy development system planning, fiscal management, and general administration of the Finance Department. These department specific duties include:

- 1. Develop and direct implementation of goals, objectives, policies, procedures, and work standards for the Finance Department.
- 2. Prepare annual revenue projections.
- 3. Plan, organize, direct, review, and evaluate the work of assigned staff, select personnel, and provide for their training and professional development.
- 4. Interpret City policies to employees.
- 5. Provide professional assistance to City departments on finance and related matters.
- 6. Formulate and implement policies, procedures, and systems pertaining to financial recordkeeping, controls, and reporting.
- 7. Provide comprehensive financial management services and solve varied accounting and collections problems.
- 8. Analyze revenue-generating and cost reducing proposals for capital and operating programs and prepare revenue projections.
- 9. Organize and administer effective accounts receivables and payables reporting and collection procedures.
- 10. Conduct or direct financial and other studies and audits.
- 11. Develop and review reports of findings, alternatives, and recommendations.
- 12. Advise on City investments.
- 13. Handle transactions regarding SDI investments.
- 14. Administer maintenance of City property records and inventories.
- 15. Make presentations of City financial status and operations to City Manager.
- 16. Represent City in meetings with governmental agencies and professional business organizations.
- 17. Monitor developments related to financial and accounting matters, evaluate their impact on City operations and financial program.

- 18. Recommend and implement policy and procedural improvements.
- 19. Administer and coordinate the annual external audit process.

MINIMUM QUALIFICATIONS: Public administration principles and methods, program and budget development, organizational design and development, and employee supervision; principles, practices and program areas related to the organizational and service areas manages; applicable legal guidelines and standards affecting the administration of delegated program areas; municipal finance.

Knowledge of:

- 1. Principles and practices of general fund and government accounting, including financial statement preparation and methods of financial reporting.
- 2. Principles and practices of business, financial and municipal computer user applications.
- 3. Applicable city, state, and federal laws and regulations.
- 4. Organizational planning techniques, including staffing and goals and objectives and work standards development.
- 5. Laws regulating the investment of public funds.
- 6. Administrative principles and practices, including goal setting, program and budget development and implementation and employee supervision.
- 7. Principles and practices of procurement and risk management.
- 8. Principles and practices of debt financing.

ABILITY TO: Plan, organize, administer, and direct a variety of complex City services and programs; select, motivate, and evaluate staff; develop and implement goals, objectives, policies, procedures, work standards and internal controls; analyze complex technical administrative problems, evaluate alternative solutions and adopt effective courses of action; prepare clear and concise reports, correspondence and other written materials; establish and maintain cooperative working relationships with the public, boards and commissions, and City staff, exercise sound, independent judgment within general guidelines from the City Manager.

Ability to:

- 1. Plan, organize assign, direct, review, and evaluate the work of accounting support staff.
- 2. Select and motivate staff and provide for their training and professional development.

- 3. Plan, organize, and direct a wide variety of financial, data processing, insurance and purchasing programs and activities.
- 4. Evaluate financial and other data and programs and provide recommendations for improvements.
- 5. Interpret, explain, and apply city, state and federal laws regulating City financial accounting, reporting, and recordkeeping, investment of finds, and borrowing.
- 6. Develop and implement financial, audit, and systems procedures and controls.
- 7. Evaluate the earning potential of tax-exempt investments and direct investment activities.
- 8. Prepare clear, concise, and complete financial statement, reports, and other written materials.
- 9. Exercise sound, independent judgment within general policy guidelines.
- 10. Represent the City effectively in contacts with governmental and regulator agencies, outside consultants and counsel, and business and professional groups.
- 11. Interact with the public and other departments effectively.
- 12. Work under pressure and/or frequent interruptions; work with angry or difficult persons.

Education and Experience:

- 1. Graduation from a four year college or university with major coursework in accounting, business administration, finance or a closely related field.
- 2. Four years of management or supervisory experience in accounting or financial management, preferably in a public agency or governmental setting.

MARGINAL POSITION REQUIREMENTS:

Valid California Drivers license and good driving record.

ESSENTIAL PHYSICAL REQUIREMENTS:

Strength: See Attached CA RU-91.

Exert force to 10 lbs. occasionally, or a negligible amount of force frequently to lift, carry, push, pull, or move objects.

Ability to: Reach, turn, move from one location to another.

Speak clearly and correctly, sit, hear, handle.

Visual acuity (near-under 20 inches, far-over 20 feet), ability to focus.

Perform one or more of the following functions simultaneously:

reach, turn, move from one location to another, handle, read, write, speak, sit, hear.

MARGINAL PHYSICAL REQUIREMENTS:

Ability to stand, walk, kneel, crouch, stoop.

ENVIRONMENTAL CONDITIONS TO WHICH EXPOSED:

Low to moderate noise intensity level.

ADA/EEOC Job Description

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